

# Project Manual

**Sewer and Water Terminations  
West Calumet Housing Complex**  
IN029000003

## City of East Chicago

Anthony Copeland, Mayor

## East Chicago Housing Authority

Tia Cauley, Executive Director

Amereco Project No. 17.1151.7.3

January 24, 2018

***Amereco, Inc. 54 Michigan Ave., Valparaiso, IN 46383***

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**DIVISION 00**



**AMERECO INC.****17.1151.7.3**

## SECTION 00 11 19 – REQUEST FOR PROPOSAL

**Request for Proposal**

Project:	Water and Sewer Terminations	Location of Project:	West Calumet Housing Complex 151 <sup>st</sup> and Gladiola East Chicago, IN
Project No.	17.1151.7.3	Owner:	East Chicago Housing Authority
Consultant / Engineer:	Steven Travis John Blosky	Date of Request:	January 24, 2018
Proposals Due:	February 9, 2018 / 3:00 PM	Contact:	<a href="mailto:STravis@AmerecoEng.com">STravis@AmerecoEng.com</a>

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On behalf of the Owner, Amereco is requesting proposals for the termination of the water mains, sanitary and storm sewer systems at the West Calumet Housing Complex. Specifications and Proposal Documents will be provided prior to or at the Pre-Proposal Meeting.

A Pre-Proposal Meeting will be held on January 29, 2018 at 10:00 AM at the East Chicago Housing Authority's Administrative Office, 4444 Railroad Ave., East Chicago, Indiana 46312. Following the meeting the West Calumet Housing Complex site will be opened to allow interested contractors to inspect the work area. Amereco representatives will be available at the Pre-Proposal Meeting to answer questions.

Be advised that the work is located in Zone 1 of the USS Lead – EPA Superfund Site. All work must conform to the Remedial Action Plan (RAP), local, state and federal rules and regulations.

Contractors are required to verify the quantities, site conditions and scope of work prior to submitting their Proposal. For questions regarding this project, please contact Steven Travis at 219.531.0531.

Sealed Proposals shall be submitted by the date and time listed above, to the East Chicago Housing Authority, 4444 Railroad Avenue, East Chicago, IN 46312.

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

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**REQUEST FOR PROPOSAL****West Calumet Housing Complex  
Sewer & Water Terminations****001119-1**

AMERECO INC.

17.1151.7.3

West Calumet Housing Complex  
East Chicago, Indiana

Site Location



Site



REQUEST FOR PROPOSAL

**AMERECO INC.****17.1151.7.3****SECTION 00 21 16 - INSTRUCTIONS TO PROPOSERS****ARTICLE 1 - DEFINITIONS****1.1**

Proposal Documents include the Advertisement or Request for Proposals, Instructions to Proposers, Proposal Form, and other sample forms and the proposed Contract Documents including any addenda or other changes or revisions issued prior to receipt of proposals. Where Bid, Bidding, Bidder is used it shall be changed to and/or considered to be Proposal, Proposer, Quote, etc., as applicable. Where the documents refer to the Notice to Bidders, it shall be considered the Request for Proposals.

**1.2**

All definitions set forth in the General Conditions of the Contract for Construction, and Special Conditions of the Contract for Construction, or any other Contract Documents are applicable to the Proposal Documents.

**1.3**

Addenda are written or graphic instruments issued by the Engineer prior to opening of bids which modify or interpret the Bidding Documents by additions, deletions, clarification or corrections.

**1.4**

A Bid is a complete and properly executed Proposal to do the work or designated portion thereof for the sums stipulated therein, together with properly executed Bidding Documents, and supported by data called for in the Bidding Documents.

**1.5**

Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described as the base to which work may be added or deducted for sums stated in the Alternate Bid.

**1.6**

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.

**1.7**

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents.

**1.8**

An Allowance is an amount to be included in the Base Bid for certain work, known or unknown, the value of which may be set by the Owner or the Bidder. The Contract shall be adjusted accordingly for unused portions of the Allowances.

**1.9**

A Bidder is one who submits a bid for a prime contract with the Owner for the work described in the proposed Contract Documents.

**1.10**

A Sub-bidder is one who submits a bid to a bidder for materials or labor for a portion of the work.

**1.11**

The term Architect or Engineer means Amereco Engineering's Architect or Engineer for this project.

**ARTICLE 2 - EXAMINATION OF SITE, DRAWINGS, ETC****2.1**

Each Bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist, so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall also thoroughly examine and familiarize themselves with the drawings and specifications.

**2.2**

The failure or omission of any Bidder to receive or examine any form, instrument, or document, or to visit the site and become familiar with the conditions, shall in no way relieve any Bidder from any obligation with respect to his Bid. By submitting a Bid, the Bidder agrees and warrants that he has examined the site and the drawings and Specifications,

**INSTRUCTIONS TO PROPOSERS**

**AMERECO INC.****17.1151.7.3**

and, where the specification require in any part of the work a given result will be produced, that the Specifications and drawings are adequate and the requested result can be produced under the drawings and Specifications.

**ARTICLE 3 - BIDDING DOCUMENTS****3.1 COPIES****3.1.1**

Bidders may obtain at the place stated in the Advertisement or Notice to Bidders, copies of Plans and Specifications in the number and for the deposit sum stated in the Advertisement or Notice to Bidders; the deposit will not be refunded as outlined therein. Plans and Specifications shall be construed to mean Drawings and Specifications. Digital copies of the Bid Documents may be available at no cost.

**3.1.2**

Bidders shall call the Project Engineer's office and register as a plan holder for access to the free digital Bid Documents. It is the responsibility of the Bidders to completely print out all required Plans, Specifications and Bid Documents from the internet accessible "File Transfer Protocol" (ftp) site.

**3.1.3**

Complete sets of Bidding Documents shall be used in preparing Bids; neither the Owner, nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS****3.2.1**

Bidders shall promptly notify the Engineer of any ambiguity, inconsistency, discrepancy, omission or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

**3.2.2**

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Engineer. No inquiry received within five (5) days of the date fixed for opening of Bids will be given consideration.

**3.2.3**

Any interpretation, correction or change of the Bidding Documents, if such is issued, will be made by addendum which will be sent as promptly as is practicable to all persons to whom the Drawings and Specifications have been issued. All such addenda shall become part of the Contract Documents. Failure of the Engineer to send or of any Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under his Bid as submitted.

**3.2.4**

Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

**3.3 "OPEN COMPETITION" CLAUSES AND SUBSTITUTIONS****3.3.1**

Where, in the Specifications, one or more certain materials, trade names or articles of certain manufacture are mentioned, it is done for the purpose of establishing a base of durability and efficiency, and not for the purpose of limiting competition. Other materials, equipment, fixtures, or products may be used if they are equal in durability, efficiency, and appearance to those mentioned, of a design in harmony with the work as outlined, and the Engineer and the Owner give written approval of a substitution before the article and material are ordered by the Contractor. (State Board of Accounts)

**3.3.2**

Each Bidder shall base his Base Bid on articles, materials, and equipment specified, and shall note any substitution or substitutions approved in writing by the Engineer and Owner and quote the amounts to be added or deducted from their Base Bid for each substitution on the space provided on the Bid Form. If said substitution is neither an "add" nor a "deduct" as indicated in the space provided, it shall be construed that said substitution does not change the Base Bid amount. No substitutions other than those approved by the Engineer and Owner and shown by the Contractor on the Bid Form will be considered after the contract is awarded. Voluntary Alternates may be submitted on the forms furnished. However, Voluntary Alternates will be considered after the lowest and best bid is determined unless included as a designated alternate on the Bid Form.

**INSTRUCTIONS TO PROPOSERS**

**AMERECO INC.****17.1151.7.3****3.4 ADDENDA****3.4.1**

Each Bidder shall ascertain prior to submitting his Bid that he has received all addenda issued, and he shall acknowledge their receipt in his Bid.

**ARTICLE 4 - BIDDING PROCEDURE****4.1 FORM AND STYLE OF BIDS****4.1.1**

All bids must be submitted in conformity with and shall be based upon and submitted subject to all requirements of the Plans and Specifications.

**4.1.2**

The Project Manual includes all required bidding and contract forms. All information required by the Bid Documents shall be presented in typewriting or manually in black or blue ink. These Bid Documents must be removed from the Project Manual or downloaded from the ftp site, properly completed, and executed, in accordance with these "Instructions to Bidders", and reinserted in an opaque envelope in the following order:

1. Proposal Form
2. List of Proposed Subcontractors and Required Documentation
3. Schedule of Values
4. Contractor Qualifications Statement
5. Current Copy of City of East Chicago Contractor License
6. Non-Segregated Facilities Affidavit
7. Equal Employment Opportunity Affidavit
8. Affidavit of E-Verify Compliance
9. Certification of Non-Investment in Iran
10. Compliance Affidavit
11. EPA Form 5700-49 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
12. HUD Form 50070 – Certification for a Drug-Free Workplace
13. HUD Form 50071 – Certification of Payments to Influence Federal Transactions
14. HUD Form 5369-C – Certifications and Representations of Offerors Non-Construction
15. Section 3 Information and Certification
16. Certificate of Insurance showing names of insurance companies and coverages.
17. Project Schedule showing days to complete each phase of work.
18. Original Bid plus three (3) copies, collated and stapled

**4.1.3**

The Bid Forms and supporting documentation shall be copied as necessary.

**4.1.4**

The Bidder shall supply all information required and execute the documents with an original signature and notarized where necessary.

**4.1.5**

Alternate bids will not be considered unless called for in the Bid Form.

**4.1.6**

Unit prices will not be considered unless called for in the Bid Form.

**4.1.7**

It is the Bidder's responsibility to review each and every document that is part of the Bid Packet. Without the required forms fully executed the Bid may be considered incomplete or not responsive. Please do not hesitate to call Ameresco at 219.531.0531 if you have any questions.

**4.2 BID SECURITY****4.2.1**

A Bid Security is not required.

**INSTRUCTIONS TO PROPOSERS**

**AMERECO INC.****17.1151.7.3****4.3 SUBMISSION OF BIDS****4.3.1**

All Bids must be submitted in conformity with and shall be based upon and submitted subject to all requirements of the Plans and Specifications.

**4.3.2**

After all required Bid Documents have been completed and properly executed, they shall be reassembled in the order listed on the Bid Submittal Checklist. The Bid with the original signatures and three complete copies shall be inserted into an opaque envelope. The opaque envelope shall be sealed and clearly identified by using the "Bid Label" provided in Appendix-A. The Bidder must then submit his Bid in the manner and prior to the time set forth in the Notice to Bidders.

**4.3.3**

Bids shall be delivered in hand or mailed, as indicated in the Notice to Bidders, prior to the time and date for receipt of bids. Bids received at the designated location after the time and date for receipt of bids will be returned unopened.

**4.3.4**

Each Bidder shall assume full responsibility for timely receipt at the designated location for receipt of Bids, and the Bidder shall be solely responsible for procuring from the OWNER evidence of such timely receipt.

**4.4 MODIFICATION OR WITHDRAWAL OF BID****4.4.1**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and the Bidder so agrees in submitting his Bid.

**ARTICLE 5 - CONSIDERATION OF BIDS****5.1 OPENING OF BIDS****5.1.1**

Properly identified Bids received on time will be opened at the time stated in the Notice to Bidders at a meeting open to the public, and such bids shall be opened publicly and read aloud at the time and place designated for the receipt thereof.

**5.2 REJECTION OF BIDS****5.2.1**

The OWNER reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required bid security or data required by the Bidding Documents or a bid in any way incomplete or irregular.

**5.3 ACCEPTANCE OF BID (AWARD)****5.3.1**

The OWNER reserves the right to make, to accept separate or combination of Bids, award alternates as separate contracts or in combination and to waive objection to any informalities or irregularities in the bidding or in any Bid received. The Award will be made to the Bidder who is, in the best judgment of the Board of Trustees, the lowest and best Bidder.

**5.4 ESCROW ACCOUNTS****5.4.1**

The laws of the State of Indiana contain certain provisions regarding retainage. The provisions required among other things, that the amounts retained by the OWNER from the contractor pursuant to retainage provisions be placed in an Escrow Account in accordance with a written Escrow Agreement to be executed by the Contractor with the OWNER.

**ARTICLE 6-BID INFORMATION****6.1 SUBMISSIONS****INSTRUCTIONS TO PROPOSERS**

**AMERECO INC.****17.1151.7.3****6.1.1**

Within three (3) days of the opening of Bids, the low Bidder on each Bid, and any other Bidder requested by the ENGINEER and/or OWNER, shall list all subcontractors and all materials and material suppliers proposed to be used if awarded the Contract. Three copies of this list must be submitted within three (3) days of the opening of the Bids in order to qualify for the award of the Contract.

**ARTICLE 7 - PERFORMANCE BOND AND LABOR MATERIAL & SERVICE PAYMENT BOND****7.1 BOND REQUIRED****7.1.1**

The successful Bidder shall furnish a performance and labor, material service payment bond in the penal sum of 100% of the total amount payable by the terms of the Contract. Where acceptable by the Owner such Bond may provide for incremental bonding in the form of multiple or chronological price. Such Bond shall conform to the requirements of Chapter 258 of the Acts of the General Assembly of Indiana of 1933, I.C. 1971, 5-16-5-2; I.C. 53-2-2; and I.C. 5-16-6.6-4 (53-207); and 24 CFR 85.36(b); 24 CFR Part 1000.

**7.2 TIME OF DELIVERY OF BONDS****7.2.1**

Such Bond shall be furnished and delivered to the OWNER by the successful Bidder within six (6) days after the receipt by the successful Bidder of notice of acceptance of his Bid by the OWNER.

**ARTICLE 8 - TIME OF COMPLETION****8.1**

From the date of Proceed Order the Contractor must complete the work within the specified amount of days listed for each Bid Category as listed in Section 00 31 13 – Project Schedule.

**ARTICLE 9-EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR****9.1 FORM TO BE USED****9.1.1**

The successful Bidder will be required to execute the Agreement with the OWNER in the form of Agreement found in the Specifications in such number of counterparts as the OWNER may request.

**9.2 TIME OF EXECUTION OF AGREEMENT****9.2.1**

The successful Bidder shall execute the Agreement within ten (10) days after the receipt by the successful of notice of acceptance of his Bid by the OWNER.

**ARTICLE 10-ITEMS TO BE INCLUDED IN BID PACKAGE****10.1**

The following items are to be included in the Bid Package, the Bidder is responsible to note any other items required as indicated in these SPECIFICATIONS:

1. Proposal Form
2. List of Proposed Subcontractors and Required Documentation
3. Schedule of Values
4. Contractor Qualifications Statement
5. Current Copy of City of East Chicago Contractor License
6. Non-Segregated Facilities Affidavit
7. Equal Employment Opportunity Affidavit
8. Affidavit of E-Verify Compliance
9. Certification of Non-Investment in Iran
10. Compliance Affidavit
11. EPA Form 5700-49 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
12. HUD Form 50070 – Certification for a Drug-Free Workplace
13. HUD Form 50071 – Certification of Payments to Influence Federal Transactions
14. HUD Form 5369-C – Certifications and Representations of Offerors Non-Construction
15. Section 3 Information and Certification

**INSTRUCTIONS TO PROPOSERS**

**AMERECO INC.****17.1151.7.3**

16. Certificate of Insurance showing names of insurance companies and coverages.
17. Project Schedule showing days to complete each phase of work.
18. Original Bid plus three (3) copies, collated and stapled

END OF SECTION 00 21 13



AMERECO INC.

17.1151.7.3

## SECTION 00 31 13 – PROJECT SCHEDULE

PART 1 GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including amended General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

## 1.02 SUMMARY

- A. All dates included within this Section are informational and based upon specified start dates. Contractor shall comply with the schedule requirements dictated within this Section, based on date of Notice to Proceed.
- B. The project shall start once the decontamination systems are in-place and operational. Decontamination systems are to be provided by others.
- C. A Project Schedule has been developed based on the projected start date. Prior to award of contract, it is imperative that Contractor review this schedule and provide feedback with regard to activity duration and sequence of work. There will be no extensions of time to this schedule. Contractor shall be responsible for all liquidated damages, as defined in General Conditions, Section 00 72 13.

## 1.03 WORKING DAY LIMITATIONS

- A. All work shall be conducted between 7:00 a.m. and 6:00 p.m. on weekdays (Monday-Friday). Authorization from the Engineer or Owner is required to work outside these established hours.
- B. Work may be performed between 9:00 a.m. and 5:00 p.m. on weekends and/or holidays with prior written authorization from the Engineer or Owner.

PART 2-PRODUCTS (not used)PART 3-EXECUTION

## 3.01 SCHEDULE

- A. The following schedule has been established for the Work

Activity	Start Date	Finish Date
All Work	March 12, 2018	March 23, 2018

- B. The Contractor shall work continuously from their day of mobilization until all work is completed.
- C. Time is of the essence. Liquidated damages apply. See Section 00 72 13 – General Conditions, Article 8.

END OF SECTION 00 31 13

PROJECT SCHEDULE

AMERECO INC.

17.1151.7.3

## SECTION 00 31 24 – ENVIRONMENTAL ASSESSMENT INFORMATION

PART 1 GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including amended General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.
- B. The following reports apply to this section:
  - 1. Remedial Action Plan

## 1.02 SUMMARY

- A. The information provided within this Section and in the related documents is for informational purposes only. Bidder is responsible to verify Project conditions and environmental conditions present.
- B. The environmental conditions described within this Section are not all inclusive. Bidder is responsible to verify environmental conditions on-site.
- C. The Project is located on an Environmental Protection Agency Superfund Site. The Project is not a cleanup activity, only a water and sewer termination project. However, exposure to contaminants is likely to occur given the activities to be conducted and site conditions. Bidders shall review the Remedial Action Plan to understand conditions required to protect human and environmental health and safety.

## 1.03 LEAD &amp; ARSENIC

- A. The Project is located in Zone 1 of the USS Lead EPA Superfund Site.
- B. Surface and subsurface soils have been impacted by Lead and Arsenic. Other contaminants have been identified within subsurface soils onsite. Refer to the Remedial Action Plan for additional information regarding these contaminants.

## 1.04 OTHER RESOURCES

- A. Additional information regarding the site conditions can be found on the US-EPA website:  
<https://www.epa.gov/uss-lead-superfund-site>.

PART 2 PRODUCTS (not used)PART 3 EXECUTION (not used)

END OF SECTION 00 31 24

**ENVIRONMENTAL ASSESSMENT INFORMATION**

AMERECO INC.

17.1151.7.3

## SECTION 00 42 00 – PROPOSAL FORM

\_\_\_\_\_  
Contractor**PROPOSAL FORM****West Calumet Housing Complex****Water and Sewer Terminations****Base Quote:** \$ \_\_\_\_\_ Lump Sum**Base Quote in Words:** \_\_\_\_\_**Unit Price #U.1 for Frac Tank Rental:** \$ \_\_\_\_\_ Per Month**Unit Price #U.2 Well-Point Dewatering System:** \$ \_\_\_\_\_ Each

.....

By signing and submitting this Proposal, I understand that the East Chicago Housing Authority, reserves the right to reject any or all Quotes, award separate projects to multiple contractors, or to waive any informalities in the Request for Proposals. The quantities listed on the Quantities Schedules are estimated. The contractor is responsible for exact measurements, confirming materials and fully understanding the requirements of the Project. No additional payments will be made for over the quantity estimated unless the Allowance Work is approved by the Owner.

By signing below, I attest that I have received the following Addenda: \_\_\_\_\_ / \_\_\_\_\_.  
List Addenda / Initial

Contractor: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Name / Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**PROPOSAL FORM**
**West Calumet Housing Complex**  
**Sewer & Water Terminations**
**004200-1**

AMERECO INC.

17.1151.7.3

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 Bidder's Name

## Bidder Information:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership - ☐ General ☐ Limited  
☐ C-Corporation  
☐ S-Corporation  
☐ Limited Liability Company

Assumed Business Names:


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Remittance Address: ☐ Same As Above

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 Members / Owners / Officers  
Name / Title


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EIN: 

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END OF SECTION 00 42 00

## SECTION 00 43 36 – SUBCONTRACTORS LIST

**PROPOSED SUBCONTRACTORS LIST**

Project: West Calumet Housing Complex From (Contractor): \_\_\_\_\_  
East Chicago, IN Date: \_\_\_\_\_  
A/E Project No. 17.1151.7.3 Contract For: \_\_\_\_\_

List Subcontractors and Major Material Suppliers proposed for use on this project as required by the Construction Documents.

Section Number	Section Title	Firm / Address / Contact	Phone Number	MBE / WBE / DBE / Section 3

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**AMERECO INC.****17.1151.7.3****SECTION 00 43 73 – SCHEDULE OF VALUES****PART 1 GENERAL****1.01 Schedule of Values**

- A. The Schedule of Values shall be fully completed and included within the Bid submitted.
- B. A separate Schedule of Values Form shall accompany the appropriate Bid.
- C. A Blank Schedule of Values Form can be found on page 004373-2.

**PART 2 PRODUCTS (not used)**

AMERECO INC.

17.1151.7.3

PART 3 EXECUTIONSCHEDULE OF VALUES

BID CATEGORY: \_\_\_\_\_

Line	Description	Value
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14	BID TOTAL	\$

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Printed)

Title: \_\_\_\_\_ (Title)

Name of the Firm: \_\_\_\_\_

END OF SECTION 00 43 73

SCHEDULE OF VALUES

West Calumet Housing Complex  
Sewer & Water Terminations

004373-2

AMERECO INC.

17.1151.7.3

## SECTION 00 43 95 – PROPOSAL SUBMITTAL CHECKLIST

**PROPOSAL SUBMITTAL CHECKLIST**

The following items are to be included within the Proposal Packet.

- ☐ Proposal Schedule – Section 00 42 00
- ☐ List of Proposed Subcontractors and Required Documentation – Section 00 43 36
- ☐ Schedule of Values - Section 00 43 73
- ☐ Contractor Qualifications - Section 00 45 13
- ☐ Current Copy of City of East Chicago Contractor License
- ☐ Non-Segregated Facilities Affidavit - Section 00 45 33
- ☐ Equal Employment Opportunity Affidavit - Section 00 45 36
- ☐ Affidavit of E-Verify Compliance – Section 00 45 46.1
- ☐ Certification of Non-Investment in Iran – Section 00 45 46.2
- ☐ Compliance Affidavit – Section 00 45 46.3
- ☐ EPA Form 5700-49 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix-A)
- ☐ HUD Form 50070 – Certification for a Drug-Free Workplace (Appendix-A)
- ☐ HUD Form 50071 – Certification of Payments to Influence Federal Transactions (Appendix-A)
- ☐ HUD Form 5369-C – Certifications and Representations of Offerors Non-Construction (Appendix-A)
- ☐ Section 3 Information and Certification (Appendix A)
- ☐ Certificate of Insurance showing names of insurance companies and coverages.
- ☐ Project Schedule showing days to complete each phase of work.
- ☐ Original Proposal plus three (3) copies, collated and stapled

Please be advised that it is the Proposer's responsibility to review each and every document that is part of the Proposal Packet. The Proposal Documents include forms that must be printed, signed and included within each Proposal. Without these required forms the Proposal may be considered incomplete or not responsive. Please do not hesitate to call Amereco at 219.531.0531 if you have any questions.

END OF SECTION 00 43 95

**PROPOSAL SUBMITTAL CHECKLIST**

**West Calumet Housing Complex  
Sewer & Water Terminations**

**004395-1**



**AMERECO INC.****17.1151.7.3****SECTION 00 45 13 - CONTRACTOR QUALIFICATIONS****PART 1 GENERAL****1.01 Minimum Qualifications**

- A. All staff must be accredited or licensed by the State of Indiana or Federal government for the work being performed.
- B. Company must be accredited, licensed or registered by the State of Indiana and/or City of East Chicago. Identification number must appear on qualification statement.

**1.02 Qualification Statement**

- A. Contractors shall include a comprehensive Qualification Statement within their Proposal.

**PART 2 PRODUCTS****2.01 Acceptable document and/or format:**

- A. American Institute of Architects (AIA) Document A305-1986 "Contractor's Qualification Statement".

**END OF SECTION 00 45 13**

**AMERECO INC.****17.1151.7.3****SECTION 00 45 33 – NON-SEGREGATED FACILITIES AFFIDAVIT****PART ONE – GENERAL****1.0 DESCRIPTION**

- A. This is applicable to contracts, subcontracts and agreements exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause.
- B. By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- C. The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
1. Obtain identical certifications from the proposed subcontractors;
  2. Retain the certifications in its files; and
  3. Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):
- A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
- D. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**CERTIFICATION OF NON-SEGREGATED FACILITIES AFFIDAVIT**

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

END OF SECTION 00 45 33

**NON-SEGREGATED FACILITIES AFFIDAVIT**

AMERECO INC.

17.1151.7.3

## SECTION 00 45 36 – EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

## PART ONE – GENERAL

## 1.0 DESCRIPTION

- A. The Contractor shall not discriminate against any employee in the performance of such contract, with respect to his hire, tenure, terms or conditions of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, ancestry or national origin. The Contractor shall take affirmative action to assure that minority applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, handicap, ancestry or national origin. As used herein, the work "treated" shall mean and include, without limitation, the following: Recruitment (whether through advertising or other means); compensation, whether in the form of rates of pay or other forms of compensation; selection for training, including apprenticeship, promotion and upgrading, demotion and downgrading, transfer, layoff and termination.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

EQUAL EMPLOYMENT OPPORTUNITY  
AFFIDAVIT

AMERECO INC.

17.1151.7.3

EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION 00 45 36

EQUAL EMPLOYMENT OPPORTUNITY  
AFFIDAVITWest Calumet Housing Complex  
Sewer & Water Terminations

004536-2

AMERECO INC.

17.1151.7.3

## SECTION 00 45 46.1 - E-VERIFY CONTRACT PROVISIONS

## PART ONE – GENERAL

## 1.0 DESCRIPTION

- 1.1 Pursuant to Indiana Code 22-5-1.7, the Contractor (and any subcontractors) to whom this work is awarded agrees to enroll and verify eligibility status of all newly hired employees through the E-Verify program, operated and maintained by the Department of Homeland Security and Social Security Administration.

## AFFIDAVIT OF E-VERIFY COMPLIANCE

COMES NOW, \_\_\_\_\_, being duly sworn upon my oath, state and affirm the following:

1. I am an adult, over the age of eighteen (18) years and am legally competent.
2. I have personal knowledge of the information stated in this affidavit.
3. I hold the position of \_\_\_\_\_ [state position or title] with \_\_\_\_\_ [state name of company] and I am authorized to make the statements herein.
4. \_\_\_\_\_ [state name of company] is presently enrolled and participating in the E-Verify program operated and maintained by the Department of Homeland Security and Social Security Administration.
5. \_\_\_\_\_ [state name of company] has screened its employees through E-Verify and determined that it does not employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

§

On this \_\_\_\_ day \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ [state name of affiant] personally appeared before me and being duly sworn upon his/her oath attested to the above and foregoing as true and correct.

NORTARY PUBLIC

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

County of Residence: \_\_\_\_\_

Notary Expires: \_\_\_\_\_

END OF SECTION 00 45 46.1

E-VERIFY COMPLIANCE

AMERECO INC.

17.1151.7.3

## SECTION 00 45 46.2 – CERTIFICATE OF NON-INVESTMENT IN IRAN

## PART ONE – GENERAL

## 1.0 DESCRIPTION

- 1.1 Pursuant to Indiana Code 5-22-16.5-13, the Contractor (and any subcontractors) to whom this work is awarded agrees not to engage in investment activities in Iran.
- 1.2 For the purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Indiana code 5-22-16.5-5, as amended from time-to-time.

## PART 2 – PRODUCTS (not used)

## PART 3 – EXECUTION

**CERTIFICATION OF NON-INVESTMENT IN IRAN**

No Investment in Iran. As required by *Ind. Code 5-22-16.5-13*, the bidder hereby certifies that the bidder is not engaged in investment activities in Iran.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION 00 45 46.2

**CERTIFICATION OF NON-INVESTMENT IN IRAN**

West Calumet Housing Complex  
Sewer & Water Terminations

004546.2-1

AMERECO INC.

17.1151.7.3

## SECTION 00 45 46.3 – COMPLIANCE AFFIDAVIT

## PART ONE – GENERAL

## 1.0 DESCRIPTION

- 1.1 The Contractor (and any subcontractors) who bid on this work, shall provide within their Bid, a list of violations issued by any governmental agency.

COMPLIANCE AFFIDAVIT

Use a separate sheet for Bidder and each Subcontractor.

The undersigned bidder, subcontractor, or agent, being duly sworn on oath, says that, the following listing accurately reflects the total listing of all past citations and/or violations issued by OSHA, IOSHA, EPA, IDEM or any other governing agency within the United State of America, to the firm, company, or employee(s) of the company he/she represents:

Date	Violation	Comments

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

END OF SECTION 00 45 46.3

COMPLIANCE AFFIDAVIT

**AMERECO INC.****17.1151.7.3****SECTION 00 61 00 – BOND FORMS****PART 1 – GENERAL****1.0 Bid Bond**

A Bid Bond is not required.

**2.0 Performance Bond and Labor and Material Bond**

The successful Bidder shall furnish a Performance Bond and a Labor and Material Bond in the amount of one hundred percent (100%) of the amount of the contract, in accordance with Article 7 of the Instruction to Proposers, Section 00 21 16.

END OF SECTION 00 61 00

**BOND FORMS**

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**West Calumet Housing Complex  
Sewer & Water Terminations****006100-1**



**AMERECO INC.****17.1151.7.3****SECTION 00 62 00 – CERTIFICATES AND OTHER FORMS****PART 1 – GENERAL**

- 1.0 The Proposal Submittal Checklist (Section 00 43 95) lists the various certifications and forms that are to be included within the Bid.
- 2.0 Being a HUD funded project, the following forms also listed on the Bid Submittal Checklist and included in Appendix-A, must be included within the Bid:
  - 2.1 EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters.
  - 2.2 HUD Form 5369-C, Certifications and Representations of Offerors.
  - 2.3 HUD Form 50070, Certification for a Drug-Free Workplace.
  - 2.4 HUD Form 50071, Certification of Payments to Influence Federal Transactions.
  - 2.5 Section 3 Information and Certification.
- 3.0 Each Proposer is required to submit an original and three (3) complete copies of their Bid. The original Bid shall have original signatures in black or blue ink.
- 4.0 Certificates and Other Forms that will be required from contractor's being awarded work include but are not limited to:
  - 4.1 Plumbing licensure
  - 4.2 OSHA Hazwoper training certificates
- 5.0 Contract Administration Forms: The following standards forms (or equivalent) available through the American Institute of Architects will be used:
  - 5.1 AIA Form A101-2007 "Agreement between Owner and Contractor"
  - 5.2 AIA Form A312-2010 "Performance Bond and Payment Bond"
  - 5.3 AIA Form G702 and G703 "Payment Application"
  - 5.4 AIA Form G704 "Certificate of Substantial Completion"
- 6.0 All Certificates and Other Forms shall be the most current available.

**PART 2 – PRODUCTS**

- 1.0 EPA Forms
- 2.0 HUD Forms
- 3.0 AIA Forms

**PART 3 – EXECUTION (not used)**

END OF SECTION 00 62 00

**CERTIFICATES AND OTHER FORMS**

**AMERECO INC.****17.1151.7.3****SECTION 00 72 13 - GENERAL CONDITIONS****ARTICLE 1-CONTRACT DOCUMENTS****1.1 DEFINITIONS****1.1.1**

The Contract Documents consist of the Agreement, the Contractor's Bid, the conditions of the Contract, General, Special and other Conditions, Drawings, the Specifications, all Addenda issued prior to execution of the contract, and all Modifications thereto. A Modification is: (1) a written amendment to the contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 1.2.5 or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.3. A modification may be made only after execution of the contract.

**1.1.2**

The Contract Documents for the Contract. The Contract represents the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

**1.1.3**

The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

**1.1.4**

The Project is the total construction designed by the Architect of which the Work performed under the Contract Documents may be the whole or a part.

**1.1.5 MISCELLANEOUS DEFINITIONS****1.1.5.1**

The term "Product" includes materials, systems and equipment.

**1.1.5.2**

The term "Project Manual" includes the Bidding Requirements, Conditions of the Contract, General and Supplementary, and the Specifications.

**1.1.5.3**

The term "Project Representative" means the duly authorized representative of the OWNER or Engineer.

**1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS****1.2.1**

The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify them.

**1.2.2**

By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

**1.2.3**

The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 4.4.1 necessary for the proper execution and completion of the Work. It is not intended that Work not covered under any heading, section, branch, class or trade of the Specifications shall be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable there from as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****1.2.4**

The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade.

**1.2.5**

Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect and in accordance with any schedule agreed upon. Either party to the Contract may make written request to the Architect for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be effected by Field Order.

**1.2.6**

Where the words "provide", "furnish", or "install" are used, it is understood and intended to mean "The Contractor shall furnish all labor, material, and equipment necessary to completely install...."the material or equipment named as required for a complete installation.

**1.2.7**

Where the words "approved", "equal to", "as directed", etc. are used, they shall be interpreted to mean "to the satisfaction of the Owner and the Architect.

**1.2.8**

Should the Drawings disagree in themselves or with the Specifications or the Specifications in themselves, the better quality or greater quantity of work or materials shall be estimated upon, and unless otherwise ordered in writing, shall be provided.

**1.2.9**

Should computed dimensions disagree with scale dimensions or should large scale drawings disagree with small scale drawings, the higher quality or greater quantity of work or material shall be estimated upon and shall be provided.

**1.2.10**

Where typical, or representative detail is shown on the Drawings, this detail shall constitute the standard workmanship and materials throughout corresponding parts of the Work, and where necessary, the Contractor shall be required to adapt such detail for use in said corresponding parts of the Work, and shall execute such adaptation in the best workmanlike manner. Said adaptation, however, shall be subject to the approval of the Architect.

**1.2.11**

All work necessary for completion of the work shown on the drawings but not described in the Specifications, and all work described in the Specifications but not shown on the Drawings, or reasonably implied by either or both, shall be included in the Contract and shall be executed in the best manner the same as if fully shown and specified.

**1.3 COPIES FURNISHED AND OWNERSHIP****1.3.1**

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

**1.3.2**

All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain his property. They are not to be used on any other project, and, with the exception of one contract set for each party to the Contract, are to be returned to the Architect on request at the completion of the Work.

**ARTICLE 2 - ARCHITECT****2.1 DEFINITION****2.1.1**

The Architect is the person or organization licensed to practice architecture, or the engineer licensed to provide engineering services and identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect or Engineer means Amereco, Incorporated's Architect or Engineer for this work.

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****2.1.2**

Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

**2.1.3**

Where no Architect is engaged for the project or particular work, the Owner shall have all the rights of the Architect.

**2.2 ADMINISTRATION OF THE CONTRACT****2.2.1**

The Architect will provide general administration of the construction contract, including performance of the functions hereinafter described.

**2.2.2**

The Architect will, in all matters, be the Owner's representative during construction and until issuance of the final payment. The Architect will have authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Architect will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the Architect.

**2.2.3**

The Architect shall at all times have access to the work where ever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

**2.2.4**

The Architect will make periodic visits to the site to become familiar generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Architect, he will keep the Owner informed of the progress of the work, and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

**2.2.5**

Based on such observation and the Contractor's applications for payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in paragraph 9.4 below.

**2.2.6**

The Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution or progress of the work.

**2.2.7**

Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision which he will render in writing within a reasonable time.

**2.2.8**

All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents.

**2.2.9**

The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

**2.2.10**

Any claim, dispute or other matter that has been referred to the Architect, except those relating to artistic effect as provided in subparagraph 2.2.9 and except any which have been waived by the making or acceptance of final payment as provided in subparagraph's 9.7.5 and 9.7.6 shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of:

**2.2.10.1**

The date on which the Architect has rendered his written decision, or:

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****2.2.10.2**

The tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date.

**2.2.11**

If a decision of the Architect is made in writing and states that it is final but subject to appeal, no demand for arbitration of a claim, dispute or other matter covered by such decision may be made later than thirty (30) days after the date on which the party making the demand received the decision. The failure to demand arbitration within said thirty (30) days period will result in the Architect's decision becoming final and binding upon the OWNER and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to the parties concerned.

**2.2.12**

The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work in accordance with Subparagraph 7.8.2 whether or not such Work be then fabricated, installed or completed provided, however, that the Architect shall notify the Owner immediately upon the exercise of any of the authority there under. However, neither the Architect's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

**2.2.13**

The Architect will review Shop Drawings and Samples as provided in Subparagraph's 4.13.1 through 4.13.8, inclusive.

**2.2.14**

The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.

**2.2.15**

The Architect and the Owner will conduct inspections to determine the dates of Substantial Completion; will receive and review written guarantees and related documents required by the Contract and assembled by the Contractors and the Architect will issue a final certificate for payment.

**2.2.16**

The Architect will provide one or more Project Representatives as required by the Agreement between Owner and Architect. The duties, responsibilities, and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**2.2.17**

The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in Articles 1 through 14, inclusive of these General Conditions will not be modified or extended without written consent of the Owner and the Architect and notice to the Contractor.

**2.2.18**

The Architect will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the work.

**2.2.19**

In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former architect.

**AMERECO INC.****17.1151.7.3****ARTICLE 3-OWNER****3.1 DEFINITION****3.1.1**

The Owner is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

**3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER****3.2.1**

The Owner shall furnish all surveys, describing the physical characteristics, legal limits and utility locations for the site of the Project.

**3.2.2**

The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

**3.2.3**

Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.

**3.2.4**

The Owner shall issue all instructions to the Contractor through the Architect.

**3.2.5**

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Payment and Insurance in Articles 9 and 11 respectively.

**3.3 OWNER'S RIGHT TO STOP THE WORK****3.3.1**

If the contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

**3.4 OWNER'S RIGHT TO CARRY OUT THE WORK****3.4.1**

If the contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the contract, the Owner may, after seven (7) days' written notice to the contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the contractor, the cost of correcting such deficiencies, including the cost of the architect's additional services made necessary by such default, neglect or failure. The Architect must approve both such action and the amount charged to the contractor. If the payments then or thereafter due the contractor are not sufficient to cover such amount, the contractor shall pay the difference to the Owner.

**ARTICLE 4-CONTRACTOR****4.1 DEFINITIONS****4.1.1**

The contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term contractor means the contractor or his authorized representative.

**AMERECO INC.****17.1151.7.3****4.2 REVIEW OF CONTRACT DOCUMENTS****4.2.1**

The contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall do no work without Drawings, Specifications or Modifications.

**4.3 SUPERVISION AND CONSTRUCTION PROCEDURES****4.3.1**

The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction and demolition means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

**4.4 LABOR AND MATERIALS****4.4.1**

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

**4.4.2**

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

**4.5 WARRANTY****4.5.1**

The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**4.5.2**

The Warranty provided in this Paragraph 4.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

**4.6 TAXES****4.6.1**

The Contractor shall pay all applicable taxes required by law.

**4.6.2**

All Contractors are subject to Indiana Gross Income Tax.

**4.6.3**

The Owner is exempt from Indiana Sales Tax. Materials purchased by the Contractor under this Contract shall exclude such tax and the Contractor will take all steps necessary to secure said exemption.

**4.7 PERMITS, FEES AND NOTICES****4.7.1**

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work, which are applicable at the time the bids are received.

**4.7.2**

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are a variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws,

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3**

ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

**4.8 CASH ALLOWANCES****4.8.1**

The Contractor shall include in the contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowances shall be included in the Contract Sum and not in the allowance. The Contractor shall cause the work covered by these allowances to be performed for such amounts and by such persons as the Owner and Architect may direct, but he will not be required to employ persons against whom he makes a reasonable objection. If the cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the contractor from any increase over the original allowance.

**4.9 SUPERINTENDENT****4.9.1**

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of work. The Superintendent shall be satisfactory to the Architect and Owner, and shall not be changed except with the consent of the Architect and Owner, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

**4.10 RESPONSIBILITY FOR THOSE PERFORMING THE WORK****4.10.1**

The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

**4.11 PROGRESS SCHEDULE****4.11.1**

The Contractor shall prepare and submit for the Architect's approval an estimated progress schedule for the work. The progress schedule shall be related to the entire project and coordinate with all phases of the work to the extent required by the Contract Documents. This schedule will indicate the dates for starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the Architect's approval.

**4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE****4.12.1**

The Contractor shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. These shall be available to the Architect. The Drawings, marked to record all changes made during the construction shall be delivered to him for the Owner upon completion of the Work. Compliance with this Subparagraph 4.12.1 shall be a requirement for approval of Application for Payment and payment of progress payments by the Owner.

**4.13 DELETED FROM THIS SPECIFICATION****4.14 USE OF SITE****4.14.1**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.



**AMERECO INC.****17.1151.7.3****4.14.2**

The Contractor shall confine his equipment, the storage of materials, and the operations of his workmen to limits indicated by law, ordinances, permits, Specifications, Drawings, or directions of the Architect and shall not unreasonably encumber the premises with his materials or equipment.

**4.14.3**

In general, all equipment and equipment shall be stored in the contract work area and/or the specific area designated by the Owner and the Architect. Contractors shall not utilize other work areas not included in their Contract Work.

**4.14.4**

The Contractor shall store petroleum, other chemicals, equipment and supplies in a safe manner to protect human health and the environment.

**4.14.5**

Signs: The Contractor shall maintain the premises free from advertising and see that no signs are erected. The Owner reserves the right to put up such signs or notices as the Owner may deem proper.

**4.15 CUTTING AND PATCHING OF WORK****4.15.1**

The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together properly, and shall not endanger any Work by cutting, excavating or otherwise altering the Work or any part of it.

**4.16 CLEANING UP****4.16.1**

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations or operations of his subcontractors. At the completion of the Work, in accordance with the Remedial Action Plan, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all canal/river banks, ditches and drainage easements.

**4.16.1.1**

Each Prime Contractor shall remove all debris resulting from his operations and the operations of their Subcontractors, from the site and shall dispose of same. Removal of debris shall be on a daily basis and the Contractor shall not allow any debris to accumulate in the buildings or on the site.

**4.16.1.2**

Each Prime Contractor shall be responsible for cleaning up any part of the site dirtied or contaminated by his operations, or those of his subcontractors. Such clean up shall be on a daily basis or as directed by the Engineer. Final cleanup of all areas affected by the Work under this Contract shall be accomplished to the satisfaction of the Architect and Owner as a condition of final payment.

**4.16.2**

If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 3.4.

**4.16.3**

Bid Category #7 "Decontamination Services" will provide street sweeping and a decontamination pad for washing vehicles. Each Contractor will be responsible for gross contamination on streets or other areas requiring cleanup procedures more than the capability of a street sweeper.

**4.17 COMMUNICATIONS****4.17.1**

The Contractor shall forward all communications to the Owner through the Engineer unless otherwise permitted by the Owner. In the event the Contractor communicates directly with the Owner, it shall be the responsibility of the Contractor to advise the Project Representative of said communications.

**4.17.1.1**

All notices, demands, requests, instructions, approvals, proposals and claims must be made in writing.

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3**

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

**ARTICLE 11-INSURANCE****11.1 CONTRACTOR'S LIABILITY INSURANCE****11.1.1**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or of any Subcontractor or by anyone directly or indirectly employed by and of them, or by anyone for whose acts any of them may be liable. All coverages shall be "Primary Non-Contributory" basis.

**11.1.1.1**

Claims under workmen's compensation disability benefit and other similar employee acts;

**11.1.1.2**

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

**11.1.1.3**

Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

**11.1.1.4**

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person; and

**11.1.1.5**

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

**11.1.2**

The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4.18.

**11.1.3**

All insurance policies required under the terms hereof shall be executed by companies authorized to do business in the State of Indiana, and proof of such authority shall be furnished to the Owner prior to the signing of the Contract. All insurance policies shall be in form and in all other particulars satisfactory to the Owner.

**11.1.4**

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required by the Contract Documents and shall not commence work under this Contract until he has obtained all the insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and approved.

**11.1.4.1**

The Owner and Amereco shall be listed on all insurance policies as additionally insured. Insurance shall be "Primary Non-Contributory."

**11.1.5**

During the life of the Contract and as required by the Architect in the Certificate of Substantial Completion, the Contractor shall, at his own expense, purchase and maintain, in companies properly licensed and satisfactory to the Owner and Architect, the insurance required by the Contract Documents. The Contractor shall not allow any subcontractor to commence work on his Subcontract until appropriate insurance has been obtained by the Subcontractor. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner. Contractor shall also furnish certificate from the industrial Board of Indiana (Form 19 and Form 105) that he is fully covered by Workmen's Compensation Insurance on all employees on the Project must also satisfy this requirement. The Contractor shall exercise his best efforts to expedite issuance of all documents required by this Article 11. Insurance coverage under this Paragraph 11.1 shall include, as a minimum, the following coverage:

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****ARTICLE 10-PROTECTION OF PERSONS AND PROPERTY****10.1 SAFETY PRECAUTIONS AND PROGRAMS****10.1.1**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

**10.1.2**

The Contractor shall have on the job site at all times their Hazard Communication Program, Lockout/Tagout Program, Electrical Assurance Program, Emergency Evacuation Program and any other site specific programs required under OSHA.

**10.2 SAFETY OF PERSONS AND PROPERTY****10.2.1**

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

**10.2.1.1**

All employees on the Work and all other persons who may be affected thereby;

**10.2.1.2**

All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors;

**10.2.1.3**

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2**

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. In particular, and not in limitation of the language of this Article 10, all Work performed under the Contract Documents shall be performed in strict compliance with all applicable requirements of the State of Indiana and the United States of America.

**10.2.3**

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

**10.2.4**

All damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Architect or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

**10.2.5**

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.

**10.2.6**

The Contractor shall not load or permit any part of the Project Site to be loaded so as to compromise site safety.

**10.3 EMERGENCIES****10.3.1****GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****9.7.2**

Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final application for payment, the Architect and Owner will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the Contractor has prepared three copies of final "Project Log including sign in sheets, certified payroll, waste manifests, copies of licenses and asbestos course certificates, and obtained the approval of same from the Architect and Owner, and that the entire balance found due the Contractor, and noted in said final Certificate, is due and payable.

**9.7.3**

Neither the final payment nor the remaining retained percentages shall become due until the Contractor submits to the Architect: (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) Consent of Surety, if any, to final payment, (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner, (4) all reports and supporting information required by the Owner's equal opportunity Compliance Officer, (5) three copies of final "As-Built" drawings, and one microfilm set of final "As-Built" drawings, all approved by the Architect and Owner, (6) three copies of all Shop Drawings on material, equipment, etc., maintenance instructions for all items, name and address of supplier, name and address of supplier, name, address and telephone number of persons to contact for service, all compiled in indexed hard cover binders. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

**9.7.4**

If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance of Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Subparagraph 7.5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**9.7.5**

The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

**9.7.5.1**

Unsettled liens.

**9.7.5.2**

Faulty or Defective Work to comply with the requirements of the Contract Documents.

**9.7.5.3**

Failure of the Work to comply with the requirements of the Contract Documents.

**9.7.5.4**

Terms of any special guarantees required by the Contract Documents.

**9.7.6**

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****9.4.4**

No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

**9.5 PAYMENTS WITHHELD****9.5.1**

The Architect may decline to approve an Application for Payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. The Architect may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of a Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

**9.5.1.1**

Defective work not remedied,

**9.5.1.2**

Third party claims filed or reasonable evidence indicating probable filing of such claim.

**9.5.1.3**

Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

**9.5.1.4**

Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,

**9.5.1.5**

Damage to another contractor,

**9.5.1.6**

Reasonable indication that the Work will not be completed within the Contract Time,

**9.5.1.7**

Unsatisfactory prosecution of the Work by the Contractor.

**9.5.2**

When the issue (9.5.1.1 – 9.5.1.7) is corrected to the satisfaction of the Architect / Engineer, payment shall be made for amounts withheld because of them.

**9.6 FAILURE OF PAYMENT****9.6.1**

If the Architect should fail to issue any Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner should fail to pay the Contractor within thirty (30) days after the date of payment established in the Agreement any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon thirty (30) additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received.

**9.7 SUBSTANTIAL COMPLETION AND FINAL PAYMENT****9.7.1**

When the Contractor determines that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the Architect and the Owner a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents, and does not alter the responsibility of the Architect, hereunder, to prepare a list of all items to be completed. When the Architect and Owner on the basis of an inspection determine that the Work is substantially complete the Architect will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall list all items to be completed by the Contractor, such list to be known as the "Punch List", shall state the responsibility of the Owner and the Contractor for maintenance, heat, utilities, and insurance, and shall fix the time within the Contract Time unless extended pursuant to Paragraph 8.3. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3**

and in particular, and not by way of limitation, proper lien waivers and compliance reports from the Contractor, and his Subcontractors as required by the Contract Documents, and satisfactory to the Owner's equal employment opportunity Compliance Officer.

**9.3.2**

If payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon, in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site.

**9.3.3**

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9, as "liens", and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereof is retained by the seller or otherwise imposed by the Contractor or such other person.

**9.4 CERTIFICATES FOR PAYMENT****9.4.1**

If the Contractor has made Application for Payment as above the Architect will, with reasonable promptness but not more than seven (7) days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

**9.4.2**

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.4 and the date comprising the Application for Payment, that the Work has progressed to the point indicated, that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified. In addition, the Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made an examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

**9.4.3**

After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Agreement.

**9.4.3.1**

Until final payment, the Architect will certify 90% of the amount due the Contractor on account of progress payments. If the manner of completion of the Work and its progress are and remain unsatisfactory to the Owner and the Architect, and in the absence of other good and sufficient reasons, for each work category shown to be 50% or more complete in the Application for Payment, the Architect may, without reduction of previous retainage, on presentation by the Contractor of Consent of Surety, certify any remaining progress payments for each work category to be paid in full.

**9.4.3.2**

The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner or the Architect, or for other good and sufficient reasons, or if the Surety withholds or withdraws his consent.

**9.4.3.3**

Where required by law and requested in writing by the Contractor, earned retainage will be placed in escrow in accordance with the law, and the Contractor and the Owner mutually agree and select the Owner as escrow agent should the Owner so elect.

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****8.2.3**

If a date or time of completion is included in the Contract, it shall be the date of completion of all items on the punch list prepared as part of the Certificate of Substantial Completion, including authorized extensions thereto, unless otherwise provided, and such date or time of completion shall be construed to be the Date of Substantial Completion.

**8.3 DELAYS AND EXTENSIONS OF TIME****8.3.1**

Extensions for Unavoidable Delays: If the Contractor is delayed at any time in the progress of the Work, by any act or neglect of the Owner or the Architect, or by any employee of either, or by any other Contractor employed by the Owner, or by changes ordered in the Work, or by fire, unusual delay in transportation, or unavoidable casualties, or by delay authorized by the Owner pending arbitration, or by any cause which the Owner and Architect shall determine to justify the delay, then the Contract Time shall be extended by Change Order for a period of time equal to the delay.

**8.3.2**

All claims for extension of time shall be made in writing to the Architect no more than ten (10) days after the occurrence of the delay; otherwise they shall be waived. In the case of a continuing cause of delay only one claim is necessary.

**8.3.3**

If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 1.2.5 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until ten (10) days after demand is made for them, and not then unless such claim is reasonable.

**8.3.4**

Compensation for Avoidable Delays: For any delay that may result from causes that could be avoided or controlled by Contractor, Contractor shall pay to Owner as liquidated damages Two Thousand Dollars (\$2,000.00) for each calendar day that expires after the scheduled completion date as defined in Section 00 31 13 – Project Schedule, Part 3 Execution. Owner and Contractor agree that the amount herein is a reasonable expectation of actual damages and are not intended as a penalty. Any payment of liquidated damages to Owner shall not prejudice Owner from its election to any other remedies provided by law or in equity as provided in this Contract or applicable law.

**8.3.5**

No Compensation for Delays: No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in 8.3.1 above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

**ARTICLE 9-PAYMENTS AND COMPLETION****9.1 CONTRACT SUM****9.1.1**

The Contract Sum is stated in the Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

**9.2 SCHEDULE OF VALUES****9.2.1**

Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values of the various portions of the work, including quantities if required by the Architect, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors in accordance with Paragraph 5.4, prepared in such form as specified or as the Architect and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Architect may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when approved by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

**9.3 PROGRESS PAYMENTS****9.3.1**

On or before the first working day of each month, the Contractor shall submit to the Architect a monthly Application for Payment. Applications for Payment shall be itemized, showing retainage as specified in the Contract Documents and supported by such data substantiating the Contractor's right to payment as the Owner and Architect may require.

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****7.9 INTEREST****7.9.1**

No interest shall accrue on any moneys not paid when due either party under this Contract.

**7.10 ARBITRATION****7.10.1**

All claims, disputes and other matters in question arising out of or relating to this Contract or the breach thereof, except as set forth in Subparagraph 2.2.9 with respect to the Architect's decisions on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment as provided in Subparagraph 9.7.5 and 9.7.6 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**7.10.2**

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect. The demand for arbitration shall be made within the time limits specified in Subparagraphs 2.2.10 and 2.2.11 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**7.10.3**

The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

**ARTICLE 8-TIME****8.1 DEFINITIONS****8.1.1**

The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

**8.1.2**

The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established therein.

**8.1.3**

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

**8.1.4**

The term day as used in the Contract Documents shall mean calendar day.

**8.2 PROGRESS AND COMPLETION****8.2.1**

All time limits stated in the Contract Documents are of the essence of the Contract.

**8.2.2**

The Contractor shall begin the Work on the date of commencement as defined in the Contract Documents. He shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.



**AMERECO INC.****17.1151.7.3**

Plans, Specifications, or Profiles, or any irregularity or defect in this Contract or in the proceedings preliminary to the letting and awarding thereof shall in anywise affect or operate to release or become a part of the final Contract entered into, however, such persons, firms or corporations claiming the benefits of such Act are required to file within 60 days after the rendering of their service or supplying of such material duplicate verified statement of the amount due with the Owner, and thereafter the Owner is required by I.C. 5-16-5-2 to notify by delivering a copy of such verified statement, to the surety on such bond. That said I.C. 5-16-5-2 (53-202) further provides that no action can be brought against such surety on such Bond until the expiration of 30 days after the filing of the verified duplicate statement above referred to, and in the event payment is not made within 30 days after the filing of such verified statement, then such creditor shall commence action upon such Bond within 60 days from the date of final completion and acceptance of the public buildings, or public action on such Bond as against such surety or sureties or shall be barred.

**7.6 RIGHTS AND REMEDIES****7.6.1**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**7.7 ROYALTIES AND PATENTS****7.7.1**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the Owner harmless from loss on account thereto, except that the Architect shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

**7.8 TESTS****7.8.1**

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness and of the date arranged so the Architect may observe such inspection, testing, or approval. The Contractor shall bear all costs of such inspections, tests, and approvals unless otherwise provided.

**7.8.2**

If after the commencement of the Work, the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.8.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in Subparagraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply with: (1) the requirements of the Contract Documents; or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

**7.8.3**

Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

**7.8.4**

If the Architect wishes to observe the inspections, tests or approvals required by this Paragraph 7.8, he will do so promptly, and, where practicable, at the source of supply.

**7.8.5**

Neither the observations of the Architect in his administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the Contract Documents.

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excavating, or otherwise altering any work and shall not cut or alter the work of any other Contractor except with the written consent of the Architect.

**6.3.1.1**

The Contractor shall use his best efforts to minimize the need for cutting and patching and, in particular, each Contractor shall place sleeves, inserts and similar items for pipes, conduits, and similar items properly in forms, walls, partitions, floors, roofs, and similar structures. All said work shall be done in cooperation with the work of other Contractors. All items shall be placed in ample time so as to cause no delay. The Contractor for the Work involved shall be responsible for inclusion of these items in the Work and shall advise all other Contractors of all changes.

**6.3.1.2**

Any costs caused by defective or ill-timed work shall be borne by the party responsible thereof.

**6.4 OWNER'S RIGHT TO CLEAN UP****6.4.1**

If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 4.16, the Owner may clean up and charge the cost thereof to the several contractors as the Architect shall determine to be just.

**ARTICLE 7-MISCELLANEOUS PROVISIONS****7.1 GOVERNING LAW****7.1.1**

The Contract shall be governed by laws of the State of Indiana and the United States of America.

**7.2 SUCCESSORS AND ASSIGNS****7.2.1**

The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent to the Owner.

**7.3 WRITTEN NOTICE****7.3.1**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

**7.4 CLAIMS FOR DAMAGES****7.4.1**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**7.5 PERFORMANCE BOND & LABOR & MATERIAL PAYMENT BOND****7.5.1**

Any other provisions of the Contract Documents for this Project notwithstanding, all Bidders shall take notice that pursuant to the Indiana Acts 1911, Chapter 173, Section 2, Page 437, as Amended I.C. 1971, 5-16-512 (53-202, I.C. 5-16-5.5-4 formerly: Acts 1972, PL 44, Section 1; as amended by Acts 1978, PL 15, Section 3, with surety satisfactory to the Owner, shall be in full force and effect and the provisions and terms of said statutes shall be incorporated into and made a part of the specifications for this Project, wherein Contractors are required to furnish a good and sufficient Bond to assure the payment to the subcontractors, laborers, materialmen and those furnishing any service in relation to or in accordance with the construction, erection, alteration or repair, and that such Bond shall run to the benefit of the persons, firms or corporations interested therein and entitled to the benefits thereof, and further that no change or modification, omission or addition, in and to the terms or conditions of this Contract, the

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If the Architect fails to issue a Certificate for payment for any cause which is the fault of the Contractor and not the fault of a particular subcontractor, the Contractor shall pay that subcontractor on demand, made at any time after the Certificate of Payment should otherwise have been issued, for his work to the extent completed, less the retained percentage

**5.4.3**

The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor under Article 11, and he shall require each Subcontractor to make similar payments to his subcontractors.

**5.4.4**

The Architect may, on request, and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of Work done by such Subcontractor.

**5.4.5**

Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

**ARTICLE 6-SEPARATE CONTRACTS****6.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS****6.1.1**

The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar Conditions of the Contract.

**6.1.2**

When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate Contract.

**6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS****6.2.1**

The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

**6.2.2**

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render is unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate Contractor's work after the execution of the Contractor's Work.

**6.2.3**

Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and the Contractor shall reimburse the Owner for all attorney's fees, expenses and court or arbitration costs which the Owner incurs and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and save and hold harmless the Owner therefrom.

**6.3 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS****6.3.1**

The Contractor shall be responsible for any cutting and fitting that may be required to complete his Work. All cutting shall be performed in accordance with the standards of the trade of the Work proposed to be cut and in accordance with the requirements of the Contract Documents. Where the Contractor proposes to cut the Work of another Contractor, he shall request permission in writing, and the Architect shall forward a copy of any such consent to the Contractor whose work is to be cut. The Contractor shall not endanger any work of any other Contractors by cutting,

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Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the Office of the Contractor shall be sufficiently given if delivered at the Office of the Contractor stated on the signature page of the Agreement (or at such other office as he may from time to time designate in writing to the Owner), or deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

**4.17.1.3**

All papers required to be delivered to the Owner shall, unless otherwise specified by the Owner in writing to the Contractor, be delivered to the Owner and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to the Owner, or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

**4.18 INDEMNIFICATION****4.18.1**

The Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**4.18.2**

In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**4.18.3**

The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**ARTICLE 5-SUBCONTRACTORS****5.1 DEFINITION****5.1.1**

A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

**5.1.2**

Sub-subcontractor is a person or organization who has a direct or indirect contract with a subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

**5.1.3**

Nothing contained in the Contract Documents shall create any contractual relation between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK****5.2.1**

The Contractor shall submit a Proposed Subcontractor List (Section 00 43 36), and all materials and material suppliers proposed to be used if awarded the Contract, as directed in the "Instructions to Bidders". Prior to the award

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of the Contract, the Architect shall notify the apparent successful bidder in writing that the Owner and Architect approve the list or have reasonable objection to any person or organization on such list.

**5.2.2**

The Contractor shall not contract with any subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has not been accepted in writing by the Owner and the Architect.

**5.2.3**

If prior to the award of the Contract, the Owner or Architect has a reasonable and substantial objection to any person or organization of such list and the Contractor cannot submit a satisfactory substitute, the Contractor may withdraw his bid without forfeiture of bid security.

**5.2.4**

If the Owner or the Architect requires a change of any proposed Subcontractor or person or organization previously accepted in writing by them, the Contractor shall submit an acceptable substitute and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

**5.2.5**

The Contractor shall not make any substitutions for any Subcontractor or person or organization that has been accepted by the Owner and the Architect, unless the substitution is acceptable to the Owner and the Architect.

**5.3 SUB-CONTRACTUAL RELATIONS****5.3.1**

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractor and Sub-subcontractors) which shall contain provisions that:

**5.3.1.1**

Preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

**5.3.1.2**

Require that such Work be performed in accordance with the requirements of the Contract Documents;

**5.3.1.3**

Require submission to the Contractor of applications for payments under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment;

**5.3.1.4**

Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

**5.3.1.5**

Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 11.3, except such rights as they may have to the proceeds of such insurance held by the Owner as Trustee under Paragraph 11.3; and

**5.3.1.6**

Obligate each Subcontractor specifically to consent to the provisions of this Paragraph 5.3.

**5.4 PAYMENTS TO SUBCONTRACTORS****5.4.1**

The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work, less the percentage retained for payments to the Contractor. The Contractor shall also require each subcontractor to make similar payments to his subcontractors.

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Workmen's Compensation and Occupational Disease Insurance of statutory limits as prescribed by the State of Indiana.

**11.1.5.2**

Contractor's liability insurance shall be required in the amounts as listed in Section 01 11 00, "Summary of Work" of these Specifications. The policy shall include Occurrence, Aggregate, and Comprehensive Liability Insurance covering all his operations with the following coverage included:

**11.1.5.2.1**

Operations-Premises Liability: including, but not limited to Bodily Injury, including death at any time resulting therefrom to any person or Property Damage resulting from execution of the Work provided for in its contract, or due to or arising in any manner from any act or omission or negligence of the Contractor and any Subcontractor, their respective employees or agents.

**11.1.5.2.2**

Section Unused

**11.1.5.2.3**

Contractor's Protective Liability: including, but not limited to Bodily Injury, including death at any time resulting therefrom, to any person or Property Damage arising from acts or omissions of any Subcontractor, their employees or agents.

**11.1.5.2.4**

Products: Completed Operators Liability: including, but not limited to, Bodily Injury, including death at any time resulting therefrom to any person or Property Damage because of goods, products, materials or equipment used or installed under this Contract, or because of completed operations, which may become evident within one year after acceptance of the construction including damage to the building or its contents.

**11.1.5.2.5**

Contractual Liability: Each and every policy for liability insurance, carried by each Contractor and Subcontractor, as required by this Article 11 shall specifically include Contractual Liability coverage with respect to Paragraph 4.18.

**11.1.5.2.6**

Special Requirements: The insurance required under Subparagraph 11.1.5.2 shall specifically include the following special hazards:

**11.1.5.2.6.1**

Property Damage caused by conditions otherwise subject to exclusions "x,c,u," Explosion, Collapse or Underground Damage.

**11.1.5.2.6.2**

Broad Form Property endorsement, which has reference to the property in the "care, custody, or control" of the insured.

**11.1.5.2.6.3**

"Occurrence" Bodily Injury coverage in lieu of "caused by accident".

**11.1.5.3**

Comprehensive Automobile Liability covering:

**11.1.5.3.1**

All owned, hired, or non-owned vehicles including the loading or unloading thereof.

**11.1.5.3.2**

Special Requirements: The insurance required under this Subparagraph shall specifically include the following special hazards: "Occurrence" Bodily Injury in lieu of "caused by accident" "Occurrence" Property Damage in lieu of "caused by accident".

**11.1.5.3.3**

Limits of Liability: The insurance under this Subparagraph 11.1.5.3 shall be written in the limits of liability as listed in Section 01 11 00, "Project Summary" of these Specifications.

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General Requirements: Contractors shall carry sufficient comprehensive insurance on his equipment at site of the Work and on route to and from site to fully protect him. Contractor shall require same coverage of its subcontractors. It is expressly understood and agreed that the Owner and Architect shall have no responsibility therefore.

**11.2 OWNER'S LIABILITY INSURANCE****11.2.1**

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

**11.3 PROPERTY INSURANCE****11.3.1**

The Owner maintains property insurance upon the site, subject to a Twenty-Five Thousand Dollar (\$25,000.00) per occurrence deductible. This insurance includes the interests of the Owner and shall insure against the perils of Fire, Windstorm, Extended Coverage, Vandalism and Malicious Mischief, but shall not insure against glass breakage or theft of any kind. This insurance shall not cover any tools or equipment owned by mechanics and workmen, and shall not cover any tools, equipment, scaffolding, staging, towers, or other items owned or rented by the Contractor, the capital value of which is not included in the Cost of the Work.

**11.3.1.1**

The Contractor shall bear the risk of all loss not insured under Subparagraph 11.3.1

**11.3.1.2**

The Contractor shall purchase and maintain insurance upon their Work at the site of the value of the deductible noted in Subparagraph 11.3.1.

**11.3.1.3**

If this insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall be responsible for payment of such deductibles.

**11.3.2**

The Owner shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work.

**11.3.3**

Any insured loss is to be adjusted with the Owner and made payable to the Owner as Trustee for the insured's, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.5.

**11.3.4**

The Owner and Contractor waive all rights against each other for damages caused by fire and other perils to the extent covered by insurance provided under this Paragraph 11.3, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors in accordance with Clause 5.3.1.5.

**11.3.5**

The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the Owner's exercise of this power, and if such objection is made, arbitrators shall be chosen as provided in Paragraph 7.10. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

**11.3.6**

If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Contractor. Insurance required under the Contract Documents shall not be canceled or lapsed on account of such partial occupancy.

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**AMERECO INC.****17.1151.7.3****ARTICLE 12-CHANGES IN THE WORK****12.1 CHANGE ORDERS****12.1.1**

The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

**12.1.2**

A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. Alternatively, the Change Order may be signed by the Architect alone, provided he has written authority from the Owner for such procedure and that a copy of such written authority is furnished to the Contractor upon request. A Change Order may also be signed by the Contractor if he agrees to the adjustment in the Contract Sum or Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor shall have no right to perform any portion of the Work covered by any Change Order where the Contractor fails to agree to the adjustment in the Contract Sum or the Contract Time as acknowledged by the Contractor's signature on such Change Order.

**12.1.3**

The cost or credit to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways:

**12.1.3.1**

By mutual acceptance of a lump sum properly itemized;

**12.1.3.2**

By unit prices stated in the Contract Documents or subsequently agreed upon;

**12.1.3.3**

By cost and a mutually acceptable fixed or percentage fee.

**12.1.4**

Allowances for overhead and profit.

**12.1.4.1**

Under methods 12.1.3.1 and 12.1.3.2, and 12.1.3.3 for extra work performed, the allowances for overhead and profit combined, included in the total cost to the Owner, shall be based upon the following schedule:

**12.1.4.1.1**

To the Contractor, for work which he performs with his forces not to exceed 10% of his net additional cost;

**12.1.4.1.2**

To the Subcontractor, for work which he performs with his own forces, not to exceed 10% of his net additional cost;

**12.1.4.1.3**

To the Contractor, for work performed by his Subcontractor, not to exceed 7.5% of the amount due to the Subcontractor.

**12.1.4.1.4**

The percentages listed in 12.1.4.1.1-3 above, shall be applied to the net additional cost as defined in Paragraph 12.1.4.2 immediately following. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a decrease in the net cost will be the amount of the actual decrease in the net cost. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase in the net cost, if any.



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The "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein may include the cost of labor, foremen and general foremen, together with workmen's compensation insurance, social security, prevailing on the Project as evidenced by the payroll records. Among the items considered as overhead are insurance, bond premiums, supervision, superintendent timekeepers, clerks, watchmen, small tools, material handling costs, incidental job burdens, general office expense, and all other items not included in the "cost" as herein defined.

**12.1.4.3**

Every order issued by the Owner which affects an adjustment of the Contract Sum shall be supported by an itemized bona-fide, written proposal from the Contractor to the Owner, submitted prior to preparation of the order in multiple copy form as required.

**12.1.5**

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the Owner of the Contractor, the applicable unit prices shall be equitable adjusted to prevent such hardship.

**12.1.6**

Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions, provided the Contractor notifies the Owner immediately upon first observance of such conditions.

**12.1.7**

If the Contractor claims that additional cost is involved because of (1) any written interpretation issued pursuant to Subparagraph 1.2.5, (2) any order by the Owner to stop the Work pursuant to paragraph 3.3 or any order by the Architect to stop Work pursuant to Subparagraph 2.2.12, where the Contractor was not at fault or (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.3 the Contractor shall make such claim as provided in Paragraph 12.2.

**12.2 CLAIMS FOR ADDITIONAL COST****12.2.1**

If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within a reasonable time not to exceed ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Subparagraph 10.3.1. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

**12.3 MINOR CHANGES IN THE WORK****12.3.1**

The Architect shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents provided, however, that Architect shall have no such authority unless he first notifies the Owner of such proposed change and obtains the Owner's consent. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor.

**12.4 FIELD ORDERS****12.4.1**

The Architect may issue written Field Orders, which interpret the Contract Documents in accordance with Subparagraph 1.2.5 or which order minor changes in the Work in accordance with Paragraph 12.3 without change in Contract Sum or Contract Time. The Contractor shall carry out such Field Orders promptly.

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**AMERECO INC.****17.1151.7.3****ARTICLE 13-UNCOVERING AND CORRECTION OF WORK****13.1 UNCOVERING AND CORRECTION OF WORK****13.1.1**

If any Work should be covered contrary to the request of the Architect, it must, if required by the Architect, be uncovered for his observation and replaced, at the Contractor's expense

**13.1.2**

If any other Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect, with the approval of the Owner, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate contractor employed as provided in Article 6, and in that event the Owner shall be responsible for the payment of such costs.

**13.2 CORRECTION OF WORK****13.2.1**

The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work, including the cost of the Architect's additional services thereby made necessary.

**13.2.2**

If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

**13.2.3**

All such defective or non-conforming Work under Subparagraphs 13.2.1 and 13.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

**13.2.4**

The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal of correction.

**13.2.5**

If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the Contractor should have been borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**13.2.6**

If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 3.4.

**13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK****13.3.1**

If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after the final payment, it shall be paid by the Contractor.

**GENERAL CONDITIONS**

**AMERECO INC.****17.1151.7.3****ARTICLE 14-TERMINATION OF THE CONTRACT****14.1 TERMINATION BY THE CONTRACTOR****14.1.1**

If the Work is stopped for a period of sixty (60) days under an order of any Court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a Contract with the Contractor, or if the Work should be stopped for a period of sixty (60) days by the Contractor for the Architect's failure to issue a Certificate of Payment as provided in Paragraph 9.6 or for the Owner's failure to make payment thereon as provided in Paragraph 9.6, then the Contractor may, upon a seven (7) days' written notice to the Owner, request payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

**14.2 TERMINATION BY THE OWNER****14.2.1**

If the Contractor is adjudged bankrupt or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails or make prompt payment to Subcontractors or for materials or labor or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon. The Owner may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

**14.2.2**

If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor or his surety shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Architect

**ARTICLE 15-EQUAL EMPLOYMENT OPPORTUNITY CLAUSE****15.1**

The Contractor and his subcontractors shall not discriminate against any employee in the performance of such contract, with respect to his hire, tenure, terms or conditions of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, ancestry or national origin. The Contractor shall take affirmative action to assure that minority applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, handicap, ancestry or national origin. As used herein, the work "treated" shall mean and include, without limitation, the following: Recruitment (whether through advertising or other means); compensation, whether in the form of rates of pay or other forms of compensation; selection for training, including apprenticeship, promotion and upgrading, demotion and downgrading, transfer, layoff and termination.

**15.2**

The Contractor shall affirmatively demonstrate readiness to comply with Executive Order 11246 and all related sections of the Indiana Civil Rights Law.

**15.3**

The Contractor shall include the provisions of this Article in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

END OF SECTION 00 72 13

**GENERAL CONDITIONS**

**West Calumet Housing Complex  
Sewer & Water Terminations**

**007213-26**

**AMERECO INC.****17.1151.7.3****SECTION 00 73 19 – HEALTH & SAFETY REQUIREMENTS****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Requirements included in this Section are the minimum acceptable and are in addition to the Remediation Action Plan, as well as all Local, State and Federal requirements. Where conflicts or discrepancies exist between requirements, the most stringent requirement shall take precedence.
- B. Applicable Regulations include, but are not limited to:
  - 1. EPA regulations containing Title 40 (CFR Part 61, as amended).
  - 2. OSHA (29 CFR 1910 & 1926) in general.
  - 3. IDEM (326 IAC 14 & 18)
- C. All activities shall comply with the Remedial Action Plan.

**1.02 SUBMITTALS**

- A. All submittals shall be submitted within 10 days of Notice to Proceed. Submittals must be approved prior to commencement of Project activities.
- B. Contractor shall submit the following in a digital format and 2 hard copies to the Engineer:
  - 1. Project Specific Health & Safety Plan
  - 2. SDS for all materials used / brought onsite
  - 3. Hazard Communication Program
  - 4. Training Records for Workers

**PART 2-PRODUCTS (not used)****PART 3-EXECUTION****3.01 HEALTH & SAFETY PLAN REQUIREMENTS**

- A. At a minimum the Health and Safety Plan (HASP) must meet the requirements of the Project Health & Safety Plan, as written within the Remedial Action Plan.
- B. HASP must meet the requirements set forth in 29 CFR 1910.120 & 29 CFR 1926.65.
- C. HASP must identify the following individuals, with qualifications:
  - 1. Contractor Project Manager
  - 2. On-site Project Manager (if different)
  - 3. Site Health & Safety Office

**3.02 TRAINING REQUIREMENTS**

- A. Contractor shall ensure all employees are properly trained for conducting their work activities safely.
- B. All personnel shall meet the training requirements for performing their work as required by local, state and federal rules and regulations.
- C. All on-site personnel shall meet the training requirements set forth in the Remedial Action Plan.

**HEALTH & SAFETY REQUIREMENTS**

**AMERECO INC.****17.1151.7.3**

- D. Should there be a conflict of training requirements, the more stringent training requirement shall apply.
- E. Site personnel shall meet the following training requirements:
  - 1. Contractor shall have on-site at all times at least one (1) individual with a current certification in First Aid and Cardio-Pulmonary Resuscitation (CPR) from the Red Cross or other nationally recognized organization.
  - 2. All on-site personnel shall meet training requirements of the Remedial Action Plan and 29 CFR 1910.120(e)(3).
  - 3. On-site Project Manager shall have additional training, as required by 29 CFR 1910.120(e)(4).
- F. Contractor shall conduct daily Job Hazard Assessments, with copies to be submitted to the Engineer bi-weekly.
- G. Contractor shall conduct a Personal Protective Equipment (PPE) Hazard Assessment Certification prior to any workers working at the Project site. These forms shall be maintained by the Contractor, with copies provided to the Engineer.
- H. Contractor is responsible to ensure that all workers, subcontractors, vendors or individuals otherwise onsite on their behalf are fully trained on the hazards associated with the Project.

END OF SECTION 00 73 19

# **DIVISION 01**

**AMERECO INC.****17.1151.7.3****SECTION 01 11 00 - SUMMARY OF WORK**

**Project Location:** West Calumet Housing Complex  
151<sup>st</sup> Street and Gladiola  
East Chicago, IN 46312

**Project Engineer:** Amereco Engineering  
54 Michigan Avenue  
Valparaiso, IN 46383  
Office: (219) 531-0531

**Project Manager:** Amereco Engineering  
54 Michigan Avenue, Valparaiso, IN 46383  
Office: (219) 531-0531

- Steven Travis, Project Engineer [stravis@amerecoeng.com](mailto:stravis@amerecoeng.com)  
- John Blosky, Consulting Engineer [jblosky@amerecoeng.com](mailto:jblosky@amerecoeng.com)  
- Zack Heine, Project Manager [zheine@amerecoeng.com](mailto:zheine@amerecoeng.com)

**Dates and Prevailing Local Times:****- Sealed Proposals**

- 01/29/18 Pre-Proposal Meeting 10:00 A.M. - East Chicago Housing Authority  
4444 Railroad Ave, East Chicago, IN 46312
- 01/29/18 Site Walk-through Immediately following the Pre-Proposal Meeting
- 02/09/18 Proposals Due 3:00 P.M. - East Chicago Housing Authority  
4444 Railroad Ave, East Chicago, IN 46312
- 02/09/18 Proposal Opening 3:00 P.M. - East Chicago Housing Authority  
4444 Railroad Ave, East Chicago, IN 46312
- TBD Award Contract(s)
- TBD Notice to Proceed
- 03/12/18 Project Start
- 03/23/18 Project Complete

**\*Note:** The Owner has the right to modify the project schedules as needed.

**- Bid Deposit:** None

**- Plan Fee:** Digital Copy: Free of Charge

- Base Quote:**
- Terminate two (2) 8-inch water mains: Cut asphalt if necessary, excavate, cut-cap and plug, backfill, compaction, patch asphalt, place topsoil and seed with mulch.
  - Plug and terminate sanitary sewer manhole #5194 with flowable fill.
  - Plug sanitary sewer cleanout at 4840 Gladiola Lane with flowable fill.
  - Dewater as necessary to perform work.
  - Provide two (2) 20,000-gallon frac tanks (one at each water main termination location) for collection of the dewatering operations. Include costs for delivery, pickup, post-use cleaning, and two (2) months rental. Water testing, filtering and disposal to be by others.
  - Load, haul and dispose of excavation spoils associated with the work.
  - Performance and Payment Bonds

**SUMMARY OF WORK**

**West Calumet Housing Complex  
Sewer & Water Terminations**

**011100-1**

**AMERECO INC.****17.1151.7.3**

Unit Prices: Yes:  
 1. Frac tank rental per month following the 2-months in the Base Quote.  
 2. Installation, operation and removal of a well-point dewatering system.

Alternate Bids: No

Allowances: No

Insurance Requirements:

- General Liability	\$5,000,000.00 general aggregate
	\$2,000,000.00 personal/injury & each occurrence
- Automobile (Per Accident)	\$5,000,000.00 combined single limit
- Workman's' Compensation	Per State of Indiana Statute
- Excess Liability (Umbrella Form)	If necessary to meet minimum requirements
- All coverages shall be "Primary Non-Contributory" basis.	

Landfill: The Owner does not endorse any specific landfill. The landfill for all wastes must be licensed through the appropriate governmental agency to accept the type of waste being deposited.

END OF SECTION 01 11 00

**SUMMARY OF WORK**
**West Calumet Housing Complex**  
**Sewer & Water Terminations**
**011100-2**



**AMERECO INC.****17.1151.7.3****SECTION 01 11 13 – SCOPE OF WORK****1.01 Work Covered by the Contract Documents**

- A. The work under these contract documents consists generally of utility termination, where shown on the drawings and described in these specifications, at the former West Calumet Housing Complex, 151<sup>st</sup> Avenue and Gladiola Avenue, East Chicago, IN 46312.
- B. Prior to submitting a proposal, the Contractor shall examine the premises to determine the extent of the work involved and the existing job site conditions. No additional payments will be made subsequently in this connection on behalf of any Contractor or subcontractor due to error or negligence on the Contractor's part.
- C. Being a HUD project, time is of the essence. For any delay that may result from causes that could be avoided or controlled by Contractor, Contractor shall pay to Owner as liquidated damages Two Thousand Dollars (\$2,000.00) for each calendar day that expires after the scheduled completion date as defined in Section 00 31 13 – Project Schedule, Part 3 Execution.

**1.02 BASE QUOTE:**

- A. The Base Quote includes, but is not limited to, the following:
  - 1. Excavation, cutting, capping, backfill, etc., for the proper disconnection and termination of two eight-inch water mains servicing the former West Calumet Housing Complex.
  - 2. Plug sanitary sewer manhole #5194 with flowable fill. Flowable fill shall be allowed to flow into the attached sewer lines until it backs up into the manhole. The manhole shall then be filled to 18-inches below the top of the rim.
  - 3. Plug sanitary line through the cleanout located at 4840 Gladiola Lane using flowable fill.
  - 4. Load, haul and dispose of excavation spoils associated with the work.
  - 5. Dewater as necessary to perform the work. If installation and operation of dewatering well points are determined to be necessary, the Unit Pricing shall be considered.
  - 6. Provide two 20,000-gallon frac tanks for the collection of the dewatering work. Costs for delivery, pickup, post-use cleaning and two months rental shall be included. If additional time is necessary then the Unit Pricing shall be considered.

**1.03 CONTRACTOR DUTIES:**

- A. Except as specifically noted, provide and pay for:
  - 1. Employees (project managers, supervisors, site workers, truck drivers, delivery personnel, subcontractors, other individuals and companies that are under the control of the Contractor) to become knowledgeable with the Project Manual, Specification, Remedial Action Plan, Health and Safety Plan, the Project Site, Individual Work Areas, and all other components of the Project.
  - 2. Labor, materials and equipment.
  - 3. Tools, construction equipment and machinery.
  - 4. Appropriate safety training for site workers.
  - 5. Personal Protection Equipment.
  - 6. Employee exposure assessment monitoring to meet OSHA requirements and verify OSHA Permissible Exposure Limits have not been exceeded.
  - 7. Other facilities and services necessary for proper execution and completion of work.

**SCOPE OF WORK**

**West Calumet Housing Complex**  
**Sewer & Water Terminations**

**011113-1**

**AMERECO INC.****17.1151.7.3**

- B. The Owner is a tax-exempt organization. A tax-exempt number will be provided to the contractor awarded the work.
- C. Secure and pay for, as necessary, for proper execution and completion of work, as applicable:
  - 1. The successful bidder, after receiving Notice of Award, shall immediately pay for and obtain all necessary permits.
  - 2. Government fees.
  - 3. Licenses.
- D. Give required notices to all governing agencies.
- E. Comply with codes, ordinances, rules, regulations, legislation, orders, and other legal requirements of public authorities which bear on the performance of work.
- F. Promptly submit written notice to the Engineer of any observed variance of Contract Documents from legal requirements.
- H. Enforce strict discipline and good order among employees. Do not employ:
  - 1. Unfit persons.
  - 2. Persons not skilled in assigned task.

**1.04 Contractor Use of Premises**

- A. Confine operations at site to areas permitted by:
  - 1. Law
  - 2. Ordinances
  - 3. Permits
  - 4. Contract Documents
- B. Do not unreasonably encumber site with materials and equipment.
- C. Fully understand site operations and work harmoniously with other contractors.
- D. Do not load any structure with weight that will endanger the individuals working in the structure.
- E. Assume full responsibility for protection and safekeeping of products stored on premises.
- F. Prior to beginning the work, the Contractor shall coordinate his schedule with the Project Manager.
- G. Work and related activities shall be conducted between 7:00 a.m. and 6:00 p.m. on weekdays (Monday-Friday). Authorization from the Engineer or Owner is required to work outside these established hours.
- H. Performing work on Saturday, Sunday and holidays will be permissible, but will require Engineer and Owner authorization. Weekends and/or holiday work hours shall be limited between 9:00 a.m. and 5:00 p.m.

END OF SECTION 01 11 13

**SCOPE OF WORK**

**AMERECO INC.****17.1151.7.3****SECTION 01 32 13 – SCHEDULING OF WORK****PART 1 GENERAL****1.01 SUMMARY**

- A. Work included in this Section consists of preparation, submittal and updating of the project schedule and reports.

**1.02 SUBMITTALS**

- A. Contractor shall submit a proposed construction schedule for approval within 5 calendar days after receipt of Notice to Proceed to the Engineer.
- B. Submit Daily Activity Reports to the Engineer on a weekly basis.
- C. Submit construction schedule status at progress meetings.

**PART 2 PRODUCTS (not used)****PART 3 EXECUTION****3.01 SCHEDULE**

- A. The Contractor's schedule shall show all work activities for completion of the work to be performed under their Contract and will reflect a general sequential approach to the work.
- B. The schedule shall be in a bar chart format, unless otherwise approved by the Engineer.
- C. The schedule shall include quantifiable milestones for tracking purposes.
- D. The schedule shall demonstrate completion of all work within the period of performance of the Contract and as described in Section 00 31 13 – Project Schedule.

**3.02 SCHEDULE UPDATES**

- A. Updates on schedule progression shall be provided two (2) business days prior to a scheduled Progress Meeting. Schedule shall clearly indicate progress history.
- B. Contractor shall submit a revised schedule for approval if in the opinion of the Engineer a change in work has occurred that significantly affects the schedule.
- C. The revised schedule shall be submitted within 3 business days after written request by the Engineer.
- D. Schedule changes shall be approved by the Engineer and Owner.

**3.03 DAILY ACTIVITIES REPORT**

- A. Contractor shall maintain a daily record of actions, events and manpower utilized.
- B. Daily Activities Report shall be completed and submitted to the Engineer at the end of each week.
- C. Reports are to be complete and accurately reflect site activities.

**END OF SECTION 01 32 13****SCHEDULING OF WORK**

**AMERECO INC.****17.1151.7.3****SECTION 01 33 00 – SUBMITTAL PROCEDURES****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Contract, including amended General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

**1.02 PROCEDURES**

- A. A draft submittal list has been provided within this Section to aid Contractor's development of the submittal register. Additionally submittals may be required to comply with Contract Documents.
- B. Prior to site activities occurring, submit a Contractor's submittal register, by Specification number, all submittals required and approximate date the submittal will be forwarded. Submittal register shall identify additional submittals required by other plans as discussed within the Contract documents.
- C. Transmit each submittal with Engineer accepted form.
- D. Sequentially number transmittal forms. Mark revised submittals with original number and a sequential alphabetic suffix.
- E. Transmittal shall identify: Project, Bid Category, Contractor and Specification Section number appropriate to submittal.
- F. Allow space on submittals for Contractor, Engineer and Owner to approve, as necessary.
- G. When revised for resubmission, identify changes made since previous submission.
- H. Incomplete Submittals: Engineer will not review. Delays from incomplete submittals are not the responsibility of Engineer.

**1.03 TEST REPORTS**

- A. Information Submittal. All testing reports shall be submitted to the Engineer for the Owner's knowledge.

**1.04 SUBMITTAL REVIEW**

- A. Engineer will review submittals and provide recommendations and comments to Owner, comparing submittals to Contract Documents.
- B. Submittal approval does not authorize changes to Contract requirements, unless accompanied by a Contract Modification from Owner.

**PART 2 PRODUCTS (not used)****PART 3 EXECUTION****3.01 SUBMITTAL REGISTER**

- A. This table is intended to summarize all submittals required by the Contract. Where a submittal is called for in the Specifications or Contract, but is not itemized herein, the number of copies and distribution will be as defined in the Specification or Contract. Contractor remains responsible for submittals not included on the itemized table.
- B. The number and type of documents submitted for all submittals will be as specified in the Section or related document.

**SUBMITTAL PROCEDURES**

AMERECO INC.

17.1151.7.3

Submittal No.	Description	Spec Section / Related Document	Date Received	Date Response	Recommended Action
1	Schedule of Values	00 43 73			
2.a	Health & Safety Plan	00 73 19			
2.b	Training Records	00 73 19			
2.c	Hazard Communication Plan	00 73 19			
2.d	Chemical SDS	00 73 19			
3	Project Sign Schematic	01 58 13			
4	Construction Schedule	01 32 13			
5	Dewatering Plan	31 23 19			
6	Seed Mix	32 92 20			
7	Waste Tracking Record	01 35 13			
8.1	Imported Topsoil Analytical	31 00 00			
8.2	Imported Topsoil Source Letter	31 00 00			
9	Final Survey Record	02 41 00			
10	Exposure Monitoring Report	01 35 13			
11	Waste Management Plan	01 35 13			
12	Truck Driver Orientation Plan	02 60 00			
13	Erosion & Sediment Control Plan	31 25 00			

END OF SECTION 01 33 00

SUBMITTAL PROCEDURES

West Calumet Housing Complex  
Sewer & Water Terminations

013300-2

AMERECO INC.

17.1151.7.3

## SECTION 01 35 13 – SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including amended General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.
- B. A Remedial Action Plan has been developed and approved by the Environmental Protection Agency for performing this Project. All activities shall comply with the Remedial Action Plan.

## 1.02 SUBMITTALS

- A. Contractor shall submit all exposure monitoring data to the Engineer within 72 hours of sample collection.
- B. Contractor shall submit a Waste Management Plan within 10 days of Notice to Proceed or prior to hauling any waste from the Project.
- C. Waste disposal documentation shall be submitted to the Engineer for all materials that leave the site.
  - 1. Contractor shall maintain an electronic database tracking the movement of all waste.
  - 2. Waste shall be tracked through logging of shipping manifests, supplementary transportation data and other notification and documentation in accordance with DOT and EPA regulations.
  - 3. Database will provide the capability to identify the shipping method, type of waste, volume of waste, waste stream profile, date loaded, date disposed, disposal location, waste materials certification and any other pertinent waste characteristic.
  - 4. Database shall be cross referenced with that created by Engineer utilized to track waste leaving the Site.
  - 5. A final waste tracking record will be compiled and submitted to Engineer in digital format at the conclusion of the project, prior to final payment.

## 1.03 SCHEDULING

- A. No work involving disturbance of potentially contaminated soil shall commence until decontamination facilities are operational and reviewed for acceptance by the Engineer.

## 1.04 DECONTAMINATION

- A. An Equipment Decontamination Pad and a Personnel Decontamination Trailer will be provided under a separate contract. Contractor will have full use.
- B. Equipment decontamination pad shall be constructed and operational prior to work disturbing potentially contaminated soil.
- C. Personnel decontamination trailer shall be fully operational prior to commencement of work disturbing potentially contamination soil.
- D. Equipment decontamination pad shall be of sufficient size to accommodate the larger piece of potentially contaminated equipment onsite.
- E. Decontamination pad and trailer shall include all necessary equipment, pumps and piping required to collect and contain decontamination wastewater and sediment and transfer materials to acceptable storage facilities.
- F. Collect decontamination wastewaters and sediments which accumulate on equipment decontamination pad and transfer water to designated wastewater storage tank and sediment to acceptable receptacle for staging for disposal. This will be provided by others.
- G. Decontamination personnel shall be available for equipment decontamination.

**SPECIAL PROJECT PROCEDURES**

**AMERECO INC.****17.1151.7.3****1.05 MONITORING**

- A. The Owner will be performing perimeter and activity specific monitoring for contaminants of concern, per the Remedial Action Plan.
- B. Contractor shall perform, at a minimum, exposure monitoring for the following contaminants of concern:
  - 1. Respirable Dust (NIOSH 600)
  - 2. Lead (NIOSH 7082)
  - 3. Arsenic (NIOSH 7300)
- C. Exposure monitoring shall be performed for the first three days (shifts) to establish an initial exposure assessment.
- D. Following the initial assessment, monitoring shall be performed at a minimum once per week to verify dust suppression, engineering controls are personal protective equipment are adequate to protect workers.
- E. Exposure monitoring must be performed by a properly trained and experience individual. The exposure monitor is not permitted to assist in construction activities in any way.
- F. Exposure monitoring data shall be posted within 72 hours of sampling event in a Contractor employee designated posting location. Data shall also be provided to the Engineer with 72 hours of sampling event.

**1.06 DUST AND PARTICULATE CONTROL**

- A. Work methods shall be employed to minimize raising dust from demolition activities.
- B. Dust and particulate control measures shall include at a minimum the utilization of water misting. Additional dust suppression methods may be required.
- C. All trucks carrying waste shall be covered and leave a minimum of 1 foot of freeboard.
- D. Engineer will stop Work at any time when Contractor's control of dust and particulate is inadequate, when wind conditions prevent proper dust control, or when air quality monitoring indicates that release of fugitive dusts or particulates exceeds the thresholds established within the Remedial Action Plan.
- E. If Contractor's dust and particulate control methods are not sufficient, stop Work. Contractor must discuss procedures with the Engineer on how Contractor proposes to resolve problem. All changes must be implemented prior to any dust creating activity.
- F. All stoppage in work and revisions to dust suppression methods shall be conducted by the Contractor at no additional cost to the Owner.

**1.07 TRUCK ROUTES**

- A. Trucks shall enter and exit the site through the entrance located on East 151<sup>st</sup> Street.
- B. Trucks shall head east on 151<sup>st</sup> Street to Kennedy Avenue.
- C. No construction traffic is permitted through residential neighborhoods or on any other local roadways without prior authorization from Engineer.
- D. Traffic speeds on unpaved surfaces within the Project boundary will be limited to 15 miles per hour.

**PART 2 PRODUCTS (not used)****SPECIAL PROJECT PROCEDURES**

**AMERECO INC.****17.1151.7.3****PART 3 EXECUTION****3.01 WASTE MANAGEMENT PLAN**

- A. Contractor shall prepare a Waste Management Plan which shall address all known and suspected waste produced by Contractor during the Project.
- B. Waste includes, but is not limited to: demolition debris, concrete, asphalt, brick, block, wastewater, groundwater, sediment, general refuse, etc.
- C. Waste Management Plan shall include method of tracking all waste / materials that leave the Project site. This includes not only landfilled materials, but also recyclable / reused materials.
- D. Contractor shall include all destinations for waste streams. This includes, at a minimum, the location's name, address, contact person and contact information.
- E. Contractor shall include waste disposal documentation tracking methodology.

**3.02 EQUIPMENT DECONTAMINATION PAD**

- A. The equipment decontamination pad will be operated by another contractor for the convenience of all site contractors.

**3.03 PERSONNEL DECONTAMINATION TRAILER**

- A. Contractor is responsible for any damage caused to the trailer by employee and abuse of trailer. Engineer may require Contractor to provide separate decontamination provisions for their employees should issues be ongoing, at no additional expense to the Owner.
- B. Contractor shall care for the personnel decontamination trailer as if it is their own property.
- C. Other contractors working on the site will also be using the personnel decontamination trailer.

END OF SECTION 01 35 13

**SPECIAL PROJECT PROCEDURES**



**AMERECO INC.****17.1151.7.3****SECTION 01 40 00 - APPLICABLE STANDARDS****PART 1-GENERAL****1.01 DESCRIPTION****A. Work included:**

1. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
2. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named Code or Standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named Code or Standard.
3. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Architect, to deliver to the Architect all required proof that the materials and workmanship, or both, meet or exceed the requirements of the form requested in writing by the Architect and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Architect.

**B. Related work described elsewhere:**

1. Specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

**1.02 QUALITY ASSURANCE****A. Familiarity with pertinent codes and standards:**

In procuring all items used in the Work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in the Work meet or exceed the specified requirements.

**B. Rejection of non-complying items:**

The Architect reserves the right to reject items incorporated into the Work which fail to meet the specified minimum requirements. The Architect further reserves the right, and without prejudice to other recourse the Architect may take, to accept non-complying items subject to an adjustment in the Contract Amount as approved by the Architect and the Owner.

**C. Applicable standards:**

Listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

AASHTC: American Association of State Highway and Transportation Officials, 341 National Press Building, Washington, D.C. 20004.

ACI: American Concrete Institute, Box 19150, Redford Station, Detroit, MI 48219.

AISC: American Institute of Steel Construction, Inc., 1221 Avenue of the Americas, New York, NY 10020

ANSI: American National Standards Institute (Successor to USASI and ASA), 1430 Broadway, New York, NY 10018;  
American National Standard Practices for Respiratory Protection, ANSI Z88.2 (1980).  
American National Standard Fundamentals Governing Design and Operation of Local Exhaust Systems, ANSI Z9.2 (1971).

**APPLICABLE STANDARDS**

**West Calumet Housing Complex  
Sewer & Water Terminations**

**014000-1**

**AMERECO INC.****17.1151.7.3**

AOSA:	Association of Official Seed Analysts
API:	American Petroleum Institute, 1220 L Street, N.W., Washington, DC 20005
ASTM:	American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103
AWS:	American Welding Society, Inc., 2501 N.W. 7th Street, Miami, FL 33125
AWWA:	American Water Works Association, Inc., 666 W. Quincy Avenue, Denver, CO 80235
CFR:	Code of Federal Regulations; 29 CFR 1910 et. al., 29 CFR 1926 et. al.,
CGACS:	Compressed Gas Association Commodity Specification, G-7.1
CRSI:	Concrete Reinforcing Steel Institute, 228 N. LaSalle Street, Chicago, IL 60601
CS:	Commercial Standard of NBS, US Department of Commerce, Government Printing Office, Washington DC 20402
CSA:	Canadian Standards Association, 178 Rexdale Boulevard, Rexdale, Ontario, Canada
EPA:	Environmental Protection Agency, 77 W. Jackson Boulevard, Chicago, IL 60604
ETL:	Electrical Testing Laboratories
FGMA:	Flat Glass Marketing Association, 3310 Harrison, Topeka, KS 66611
HUD:	Housing and Urban Development
IDEM:	Indiana Department of Environmental Management, 100 N. Senate Avenue, Indianapolis, IN 46206
IDOT:	Indiana Department of Transportation
IITRI:	Illinois Institute of Technology Research Institute, 10 W. 35th Street, Chicago, IL 60609
IAC:	Indiana Administrative Code
IL Adm. Code:	Illinois Administrative Code
ISFM:	Indiana State Fire Marshall
IOSHA:	Indiana Occupational Safety and Health Administration, Indiana Dept. Of Labor, 402 W. Washington Street, Rm. W195, Indianapolis, IN 46204
NAAMM:	The National Association of Architectural Metal Manufacturers, 1033 South Boulevard, Oak Park, IL 60302
NEC:	National Electrical Code, National Fire Protection Association, Quincy, MA 02269 (See NFPA)
NEMA:	National Electrical Manufacturer's Association, 155 E. 44th St., New York, NY 10017
NESHAPS:	National Emission Standards for Hazardous Air Pollutants, US EPA, 77 W. Jackson Blvd. Chicago, IL
NFPA:	National Fire Protection Association, 470 Atlantic Ave., Boston, MA 02210
NIOSH:	National Institute of Occupational Safety and Health, Manual of Analytical Methods (P & CAM 239-1979 and Method 7400-1984, and Method 7402)
SDI:	Steel Deck Institute, 135 Addison Avenue, Elmhurst, IL 60125
OSHA:	Occupational Safety and Health Administration, 230 S. Dearborn Street, Chicago, IL 60604

**APPLICABLE STANDARDS**

**West Calumet Housing Complex**  
**Sewer & Water Terminations**

**014000-2**

**AMERECO INC.****17.1151.7.3**

SSPC: Steel Structure Painting Council, 4400 - 5th Avenue, Pittsburgh, PA 15213

SSRBC: Standard Specifications for Road and Bridge Construction, Illinois Dept. Of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764

TCA: Tile Council of America, Inc., P.O. Box 326, Princeton, NJ 08540

US EPA: United States Environmental Protection Agency, Electron Microscope Measurement of Airborne Asbestos Concentrations, Report No. 600/2-77-178 (1978); Methodology for the Measurement of Airborne Asbestos by Electron Microscopy, Contract No. 68-02-3266 (1984).

UL: Underwriter's Laboratories, Inc., 207 East Ohio Street, Chicago, IL 60611

FS & FC: Federal Specifications and Federal Standards, Specifications Sales (3FRI), Building 197, Washington Navy Yard, General Services Administration, Washington DC 20407

MIL-SPEC: Military Specifications, Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402

UBC: Uniform Building Code, International Conference of Building Officials, 5360 S. Workman Mill Road, Whittier, CA 90601

END OF SECTION 01 40 00

**AMERECO INC.****17.1151.7.3****SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS****PART 1-GENERAL****1.1 RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Divisions 1 Specifications, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary facilities include, but are not limited to, the following:
  - a. Sanitary facilities.
  - b. Electric power service.
  - c. Lighting.
  - d. Water
- C. Support facilities include, but are not limited to, the following:
  - a. Field offices.
  - b. Construction aids and miscellaneous services and facilities.
  - c. Decontamination facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - a. Environmental protection/controls.
  - b. Pollution controls.
  - c. Water runoff erosion and storm water control.
  - d. Site security fence.
  - e. Barricades, warning signs, and lights.
  - f. Temporary fire protection.
  - g. Security Lighting.

**1.3 USE CHARGES**

- A. General: Cost or use charges for all temporary facilities shall be included in the Contract Sum and are not chargeable to Owner. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - a. Engineer and Owners Representatives
  - b. Testing companies/laboratories.
  - c. Personnel of authorities having jurisdiction.
- B. Water Service - Temporary: Contractor shall be responsible for making all arrangements to provide water at the site necessary for his work, transporting it to the point of use and bear all costs for the same.
- C. Light and Power - Temporary Electric: Contractor shall be responsible for making all arrangements to provide power and light at the site necessary for the Work, transporting it to the point of use and bear all costs for the same.
- D. Sanitation and Temporary Toilets: Contractor shall make his own provisions and bear costs for the same. Portable toilets and wash stations shall be located within each project work area.
- E. Telephone: Contractor shall make his own provision and bear costs for the same.

**AMERECO INC.****17.1151.7.3****1.4 SUBMITTALS**

- A. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

**1.5 QUALITY ASSURANCE**

- A. Standards: Comply with OSHA and other regulatory requirements for temporary services in construction sites and Superfund sites.

**1.6 PROJECT CONDITIONS**

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  1. Keep temporary services and facilities clean and neat.
  2. Relocate temporary services and facilities as required by progress of the Work.
  3. Each Contractor is responsible for their own temporary services and facilities.
  4. Decontamination Unit will be provided by others.

**1.7 ENVIRONMENTAL CONTROLS**

- A. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the Project Site, Individual Work Areas and adjacent areas.
- B. Comply with all federal, state, and local statutes, regulations, and ordinances that relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources.
- C. Recognize and adhere to the environmental requirements of the Project, RAP, SWP3, etc. Disturbed areas shall be strictly limited to boundaries established by the Contract Documents.
- E. Each Contractor will be responsible for specific components of the SWP3 as they pertain to the individual Work Areas.
- F. Dust and dirt shall be controlled during the work to protect from Lead and Arsenic.
- G. Burning of rubbish, debris or waste materials is not permitted.

**1.8 POLLUTION CONTROL**

- A. If necessary, provide methods, means, and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from Contractor's operations.
- B. If necessary, provide equipment and personnel to perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemical, or other such substances in sanitary or storm sewers. Contractor implementation and compliance with the SWP3 is critical.
- D. Provide systems for control of atmospheric pollutants.
- E. Use equipment during construction that conforms to current federal, state, and local laws and regulations.
- F. Place excavated spoils directly into a dumpster box with a 6-mil poly liner (disposable bladder bag).
- G. Clean streets, sidewalks, curbs, etc., of dirt and debris from excavation work.

**AMERECO INC.****17.1151.7.3****1.9 DUST CONTROL**

- A. Control objectionable dust caused by operation of vehicles and equipment or demolition. Apply water or use other methods, as approved by the Owners Representative, at regular intervals to control the amount of dust generated.
- B. Utilize water misting during site work to suppress dust emissions.
- C. Opacity of dust emissions shall not exceed 20-percent.
- D. Airborne particulate levels (PM<sub>10</sub>) shall not exceed 68 micrograms per cubic meter (µg/m<sup>3</sup>).
- E. See Appendix D (Air Monitoring and Sampling Plan) of the RAP for details.

**1.10 WATER RUNOFF AND EROSION CONTROL**

- A. Provide methods to control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties. Water shall be pumped into frac tanks.
- B. Control fill, grading and ditching to direct water away from the excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, sedimentation or damage.
- C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.
- D. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site of adjoining areas and in conformance with environmental requirements.
- E. Retain existing drainage patterns as needed to control conditions until final grade has been established in accordance with the SWP3.
- F. Plan and execute construction and earth work by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
  - 1. Keep to a minimum, the area of bare soil exposed at one time.
  - 2. Provide temporary control measures, such as berms, dikes, and drains.
  - 3. Apply topsoil and seed with mulch immediately following work.
- G. Inspect earthwork periodically to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.
- H. Implementation and compliance with Erosion Control / Storm Water Pollution Prevention Plan is critical. All Contractors are responsible in-part.

**PART 2 - PRODUCTS****2.1 MATERIALS**

General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Owners Representative. Provide materials suitable for use intended.

**2.2 EQUIPMENT**

- A. General: Provide equipment suitable for use intended. If acceptable to the Owners Representative, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water: Piping, valves, backflow prevention devices and all appurtenances must meet all of the City of East Chicago requirements.

**AMERECO INC.****17.1151.7.3****PART 3 - EXECUTION****3.1 INSTALLATION, GENERAL**

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed.

**3.2 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

**END OF SECTION 01 50 00**

**AMERECO INC.****17.1151.7.3****SECTION 01 55 00 – VEHICULAR ACCESS AND PARKING****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Contract, including amended General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

**PART 2 PRODUCTS (not used)****PART 3 EXECUTION****3.01 ROADWAYS**

- A. Existing roads shall be used for construction access within the limits defined herein. Parking shall not be permitted on roadways.
- B. Contractor parking will not be allowed on local neighborhood streets.

**3.02 PARKING**

- A. Contractor parking shall be in areas designated on the Drawings. Requests for parking outside of designated areas shall be submitted for consideration by the Architect/Engineer.
  - 1. The contractor parking area is located on the east side of the project site.
- B. Non-essential vehicular traffic within the project work area shall not be permitted.
- C. All vehicles that enter the project work area shall be decontaminated prior to leaving the site.
- D. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations.

**3.03 CONSTRUCTION ENTRANCE**

- A. Contractor shall retain the responsibility for the traffic operations. Contractor shall cooperate with the Owner and other Contractors so that traffic flow is least impeded by the execution of the work under this contract. In the event of conflict, the Owner's Project Coordinator shall be the sole judge of the adequacy of the Contractor's protective measures to assure the flow of traffic.
- B. Vehicular and equipment shall all enter and exit the site at the south-east corner of the property. This will be the singular entry / exit point for vehicles and equipment.
- C. All vehicles and equipment that enter the project work area shall be decontaminated prior to leaving the site.
- D. Contractor will not create a barrier to utilizing this singular entry / exit point.

**3.04 This entrance shall be gated during non-operational periods.**

- A. Drawings indicate haul routes designated by Owner for use of construction traffic.
- B. All Project related traffic shall be confined to designated haul routes.
- C. Contractor shall provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic, as necessary.

**3.05 ACCESS ROADS**

- A. No temporary construction access roads shall be constructed.

**VEHICULAR ACCESS AND PARKING**



**AMERECO INC.****17.1151.7.3****3.06 Haul Routes**

- A. Haul routes designated by Owner for use of construction traffic are: East on 151<sup>st</sup> Street to Kennedy Ave; South on Kennedy Avenue to exit the city limits.
- B. All construction traffic shall be confined to designated haul routes.
- C. Contractor shall provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic, as necessary.

END OF SECTION 01 55 00

**VEHICULAR ACCESS AND PARKING**

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**West Calumet Housing Complex  
Sewer & Water Terminations****015500-2**

**AMERECO INC.****17.1151.7.3****SECTION 01 56 00 – TEMPORARY BARRIERS & ENCLOSURES****PART 1 – GENERAL****1.0 Temporary Barrier Protection**

- A. The contractor shall provide protection, barricades and coverings required by the Building Code and Ordinances of the city, county, state and federal governmental agencies, and shall maintain lights, signs or signals as warning during the work, removing the same when completed.
- B. Barrier materials and construction where dust prevention and accident prevention are required shall be rigid, durable and maintained in a sightly condition as approved by the Project Manager, in accordance with all state and federal legislation.
- C. Fire prevention facilities shall include fire extinguishers in adequate supply where flammable materials are used.
- D. Barriers shall be designed to prevent the site occupants from accessing the work area.
- E.

**PART 2 PRODUCTS (not used)****PART 3 EXECUTION (not used)****END OF SECTION 01 56 00****TEMPORARY BARRIERS & ENCLOSURES****West Calumet Housing Complex  
Sewer & Water Terminations****015600-1**

## **DIVISION 02**

**AMERECO INC.****17.1151.7.3****SECTION 02 41 13.23 – UTILITY LINE REMOVAL****PART 1- GENERAL****1.1 RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. The Contractor shall verify locations of water and sewer lines to be disconnected and/or terminated as part of this work.
- B. Existing water distribution piping, sewer piping, and appurtenances located within the project boundary are to be abandoned in-place.
- C. Contractor shall coordinate the disconnection and plugging of the existing water mains and sewers from the City of East Chicago water and sewer distribution system with the City of East Chicago and the Owner's Representative. The Contractor shall be required to secure all permits associated with the disconnection and plugging of the water and sewer services. The Contractor shall provide both the City of East Chicago and the Owner's Representative a 72-hour notice prior to the abandonment of the water and sewer system.
- D. Contractor shall field verify all locations and elevations of the existing water and sewer mains.
- E. A thorough attempt has been made to identify all active water utility piping, sewer piping and appurtenances. The Contractor shall refer to the drawings, specifications, general informational drawings, appendices, and supplemental information for the underground obstacles and utilities locations. The general informational drawings and supplemental information are provided for informational purposes only. The Contractor shall verify all information included in these documents. The Owner and Engineer do not guarantee the validity or completeness of the information provided on the general informational drawings and supplemental information. Unless otherwise indicated on the Contract Drawings, the Contractor shall remove all underground obstacles and utilities encountered during work under this contract, regardless of whether the underground obstacles or utilities were identified on the drawings. No additional cost will be provided to the Contractor for the removal of the underground obstacles and utilities, which are not shown on the Contract Drawings. The Contractor shall identify the type and status (active or abandoned) of any unknown utilities encountered during the work.
- F. Contractor's work shall be performed to the satisfaction of the Owner and the City of East Chicago.
- G. Where dewatering is required it will be the responsibility of the Contractor. If dewatering well points are necessary the unit costs will be considered.

**1.3 SUBMITTALS**

Contractor shall provide as built drawings depicting the locations where the water and sewer lines were disconnected and capped.

**1.4 MATERIAL OWNERSHIP**

Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, demolished/removed materials, debris shall become the Contractor's property and shall be removed from the site and disposed of in accordance with the requirements of the Contract.

**PART 2-PRODUCTS****2.1 GENERAL****UTILITY LINE REMOVAL**

**West Calumet Housing Complex  
Sewer & Water Terminations**

**024113.23-1**

**AMERECO INC.****17.1151.7.3**

- A. All concrete used to plug water lines shall be a minimum of 3000 PSI, 28-day concrete.
- B. Concrete used to fill manholes and sewer pipes shall be flowable fill, self-leveling, 1500 PSI, 28-day.
- C. Mechanical fittings shall be approved for underground water line termination.
- D. Restraining caps and concrete thrusting blocking material shall be adequate and designed for its purpose.
- E. All sewer and water lines shall be terminated, disconnected, capped / plugged, backfilled, compacted, etc., in accordance with the City of East Chicago requirements and City of East Chicago ordinances.

**2.2 BELOW GRADE PIPING**

Refer to the Contract Drawings and Part II of this section for plugging or abandonment materials and methods.

**PART 3- EXECUTION****3.1 REMOVAL OF EXISTING WATER AND SEWER LINES**

- A. Contractor shall coordinate the schedule of the water and sewer system termination with all other work and the Owner's representative.
- B. Contractor shall field verify all locations and elevations of the existing piping and conduits.
- C. Contractor shall verify that the previous use of the sewer system was for sanitary, storm or a combination.
- D. Once the water and sewer system mains are identified they shall be terminated and capped at the entrance to the site. The exact location(s) shall be verified by the Contractor.
  - 1. Water and sewer service lines shall be disconnected from the City distribution system at the property boundaries where shown on the plans. Contractor shall seal and secure the water and sewer lines. The materials shall comply with paragraph 2.2 of this Section.
  - 2. Unless otherwise noted, water and sewer service lines, which are not connected to the existing distribution system shall be abandoned in-place.
- E. Salvaged water mains, valves, and fittings shall not be used in the installation of a new water system.

**3.2 SPILL PREVENTION**

- A. Dewatering activities shall pump water into contractor supplied frac tanks.

**3.3 REMOVAL AND DISPOSAL OF PIPING**

Contractor shall remove only small sections necessary for plugging.

**3.4 SPECIAL PROVISIONS**

- A. Water Mains:
  - a. Terminate water service mains into the West Calumet Housing Complex as close to the main supply on 151<sup>st</sup> Street, where appropriate and approved by the City of East Chicago.
  - b. Where asphalt removal is required, saw-cut for clean separation. Dispose of accordingly.
  - c. Backfill and compact with sand or aggregate to the satisfaction of the City of East Chicago.
  - d. Patch asphalt as necessary to the satisfaction of the City of East Chicago.
  - e. Place topsoil and seed with mulch within 48-hours of completion of work.

END OF SECTION 02 41 13.23

**UTILITY LINE REMOVAL**

**West Calumet Housing Complex  
Sewer & Water Terminations**

**024113.23-2**

**AMERECO INC.****17.1151.7.3****SECTION 02 60 00 – CONTAMINATED SITE MATERIAL REMOVAL****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Contract, including amended General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.
- B. A Remedial Action Plan has been developed and approved by the Environmental Protection Agency for performing this Project. All activities shall comply with the Remedial Action Plan.

**1.02 SUMMARY**

- A. This is not a remediation Project. The Project is utility termination only. Contaminated material removal will be associated with actions necessary to complete the Project.
- B. The Work required under this Section includes furnishing all labor, materials and equipment, and performing all operations required for the proper management, off-site transportation and disposal of waste materials and liquids generated during performance of this Project.
- C. Submit Truck Driver Orientation Plan described in this Section to the Engineer at least 5 days prior to starting the Project.
- D. Provide copies of signed truck driver orientation sheets for all truck drivers.

**1.03 SUBMITTALS**

- A. Contractor shall submit a Waste Management Plan, in accordance with Section 01 35 13, which shall include provisions necessary to comply with this Section.

**1.04 APPROVED DISPOSAL FACILITIES**

- A. The Owner does not specify or endorse any waste accepting facilities.
- B. Contractor shall submit proposed disposal facilities within their Waste Management Plan for approval by Engineer.
- C. No waste shall leave the site until the Waste Management Plan has been approved.
- D. Waste shall only be transported to pre-approved disposal facilities.

**1.05 WASTE MATERIAL TYPES**

- A. Decontamination Residuals – By Others.
- B. Wastewater treatment residuals – including settled particulates, physical filtration media and absorptive or reactive filtration media, and liquids produced by treatment of onsite wastewater – By Others.
- C. Wastewater – including liquids from decontamination stations and dewatering activities – By Others.
- D. General construction waste – includes demolition waste, municipal type waste from job trailers and used personal protective equipment.
- E. Vegetation waste – non-impacted waste generated by tree removal and removal of bushes.
- F. Temporary controls waste – includes items such as silt fencing, poly sheeting, wind screen, impermeable liners, etc.
- G. Excavation spoils.

**CONTAMINATED SITE MATERIAL REMOVAL**

**AMERECO INC.****17.1151.7.3****1.06 RESPONSIBILITIES****A. Owner Responsibilities**

1. Act as generator for all contaminated material transported off-site.

**B. Engineer Responsibilities**

1. Provide Contractor with all available analytical data for materials tested onsite.
2. Sign all waste manifests as an agent for the Owner, as required for off-site transport and disposal of material.

**C. Contractor Responsibilities**

1. Properly characterize all waste streams that leave the site, including performance of additional analytical testing for waste profiling.
2. Segregate and manage waste materials at the Site in accordance with the Specifications, and all applicable local, state and federal rules and regulations.
3. Act as generator for general construction waste.
4. Prepare, acquire and pay for all documentation, permits or otherwise requirements required for off-site disposal of waste materials.
5. Load and transport waste materials for off-site disposal.

**PART 2 PRODUCTS (not used)****2.01 VEHICLE REQUIREMENTS**

- A. Vehicles and storage containers used for the transportation of materials shall be structurally sound and watertight to prevent leakage or spillage.
- B. All trucks must have a gasket seal on the back truck gate (that is in serviceable condition) and all tarps should a flap (in serviceable condition, with proper grommets and holes) that covers the back top gap of the truck, that can be secured via bungee cord or other Engineer approved method.
- C. Properly affix license plates on the truck and maintain visible license plates at all times.
- D. Drivers must remain in the truck at all times, unless they are wearing the correct personal protective equipment required for the Project.
- E. The Engineer reserves the right to reject vehicles that are not properly equipped.

**PART 3 EXECUTION****4.01 TRUCK DRIVER ORIENTATION PLAN**

- A. Develop a truck driver orientation plan which includes sufficient detail on the following topics for the truck drivers to safety and properly perform their work:
  1. Summary of the Project
  2. Driver conduct
  3. Approved haul routes
  4. A hand-out detailing the haul routes, speed limits, warnings, work hours, etc.
  5. Incident reporting requirements
- B. Provide all truck drivers with hard copies of the orientation package.
- C. Prepare an orientation sheet that all truck drivers will be required to sign indicating they have received the orientation briefing and hand-out and they understand and will abide by the requirements.

**CONTAMINATED SITE MATERIAL REMOVAL**

**AMERECO INC.****17.1151.7.3****4.02 EQUIPMENT DECONTAMINATION PAD**

- A. All transporters shall be properly licensed and permitted for the services provided.
- B. All trucks and vehicles entering the Site must be free of contamination and visual dirt and debris. The Engineer reserves the right to reject trucks that arrive to the Site in a "dirty" condition.
- C. Trucks shall remain on impermeable surfaces (asphalt / concrete) as much as possible. If impermeable surface are not present, trucks shall remain on gravel or stone areas. Trucks traversing on unpaved surfaces will only be conducted as necessary. Excessive truck traffic on vegetative or bare soil areas, as determined by the Engineer, may require additional engineering control implementation by Contractor (i.e. installation of stone for truck use).
- D. All trucks shall be covered immediately following loading with waste material. Trucks shall remain covered until reaching final disposal location.
- E. Ensure gross vehicle weight conforms to the most current local, city, state and federal requirements from the Site to the final disposal facility.
- F. The Contractor is solely responsible for proper vehicle loading. All fines, taxes, penalties or judgment resulting from overweight or improperly loaded vehicles are the responsibility of the Contractor.
- G. Contractor shall visually inspect transport vehicles for evidence of contamination (inside of wheels or undercarriage) prior to leaving the Site. All trucks leaving the Site will proceed to a decontamination station for cleaning prior to existing onto public roads.
- H. Do not combine material from the Site with any other material, without approval from the Engineer.

**4.03 STOCKPILING OF MATERIALS**

- A. Excavation spoils, asphalt, concrete, waste pipe, etc., shall be placed directly in a dumpster box with a 6-mil poly liner.
- B. All waste stored onsite shall be covered daily to prevent dust emission and/or contaminant leachate from precipitation.
- C. Certified clean fill material may be stored onsite as necessary for placement. All certified clean material shall be placed on an impervious surface while in storage. Applicable sediment and erosion control methods shall be utilized to prevent runoff.

END OF SECTION 02 60 00



# **APPENDIX A**

**BID LABEL:**

**\*\*DO NOT OPEN\*\***

**BID FOR:**  
**SEWER AND WATER TERMINATIONS**  
**FOR THE**  
**WEST CALUMET HOUSING COMPLEX**

**BID DUE:**  
**February 9, 2018**  
**3:00 PM CST (Local Time)**  
**East Chicago Housing Authority**  
**4444 Railroad Ave., East Chicago, IN 46312**

**BID OPENING:**  
**February 9, 2018**  
**3:00 PM CST (Local Time)**  
**East Chicago Housing Authority**  
**4444 Railroad Ave., East Chicago, IN 46312**

**SUBMITTED BY:**

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**FIRM**

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**ADDRESS**




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 EPA Project Control Number
 

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United States Environmental Protection Agency  
Washington, DC 20460

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from coverage by any department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal, State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

---

 Typed Name & Title of Authorized Representative

---

 Signature of Authorized Representative

---

 Date

☐

I am unable to certify to the above statements. My explanation is attached.

# Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

X

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

## **SECTION 3 INFORMATION AND CERTIFICATION**

### **SECTION 3 CLAUSE**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



# Rehabilitation of Units West Calumet Complex & Scattered Sites

## SECTION 3 INFORMATION AND CERTIFICATION

**THIS FORM MUST BE SIGNED AND RETURNED.**

### SECTION 3 CERTIFICATION

**PROJECT:**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Year business founded:** \_\_\_\_\_

**Current number of employees:** Full time \_\_\_\_\_ Part time \_\_\_\_\_

**Type of trade or business:** \_\_\_\_\_

1) Is 51% or more of your business owned by ECHA residents or by persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.)

☐ Yes ☐ No

2) Are 30% or more of your full-time, permanent employees ECHA residents or persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.)

☐ Yes ☐ No

3) Do you plan on subcontracting 25% or more of the estimated contract value to companies owned by ECHA residents or by persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.)

☐ Yes ☐ No

If "yes" is checked, please provide supporting documentation.

4) Is your company a participant in HUD Youth build Programs in the Indiana area?

☐ Yes ☐ No

If "yes" is checked, please provide supporting documentation.

5) Please sign the following statement:

As authorized representative of \_\_\_\_\_

(name of company)

I certify that I (am) (am not) a qualified Section 3 Business.

I further certify that, if I am awarded the bid, and need to hire additional employees to complete the work, I will carry out Section 3 hiring, training and subcontracting requirements to the best of my ability.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Your Name)

\_\_\_\_\_  
(Date)

If you have more specific questions on Section 3 contracting, contact Javier R. Chavez at ECHA at 219-397-9974 Ext. 23 or email at [jchavez@echa-in.org](mailto:jchavez@echa-in.org).

## Rehabilitation of Units West Calumet Complex & Scattered Sites

### EXHIBIT D SECTION 3 INFORMATION AND CERTIFICATION

#### SECTION 3 QUALIFICATIONS POINT STRUCTURE

Your business will qualify for *only one* of these 4 categories. The points assigned for each category will not be reduced or added by the scoring committee.

<b>Section 3 business—I</b> 1) 51% or more owned by ECHA residents <i>at the site where the work will take place</i> , or 2) 30% or more of the business's permanent, full time employees are ECHA residents <i>at the site where the work will take place</i> .	15 points
<b>Section 3 business—II</b> 1) 51% or more owned by ECHA residents <i>at other ECHA developments</i> , or 2) 30% or more of the business's permanent, full time employees are ECHA residents <i>at other ECHA developments</i> .	12 points
Participants in HUD Youthbuild programs	9 points
<b>Section 3 business—III</b> 1) 51% or more owned by Section 3 persons, or 2) 30% or more of the business's permanent, full time employees are Section 3 persons, or 3) 25% or more of the contract value will be subcontracted to Section 3 businesses.	6 points

If you have further questions on Section 3, please refer to <http://www.hud.gov/offices/fheo/section3/section3brochure.cfm> or **24CFR Part 135**. If you do not have Internet access and wish to obtain this information, contact the contact person for this project. **Be sure to sign and return the Section 3 Certification form in this proposal.**

# **APPENDIX B**

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (without maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

## 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# **APPENDIX C**



# Remedial Action Plan

## Demolition and Site Restoration West Calumet Housing Complex East Chicago, IN 46312

ENTIRE RAP PROVIDED IN PROJECT  
MANUAL - REMOVED FROM THIS  
DIGITAL VERSION TO REDUCE FILE  
SIZE

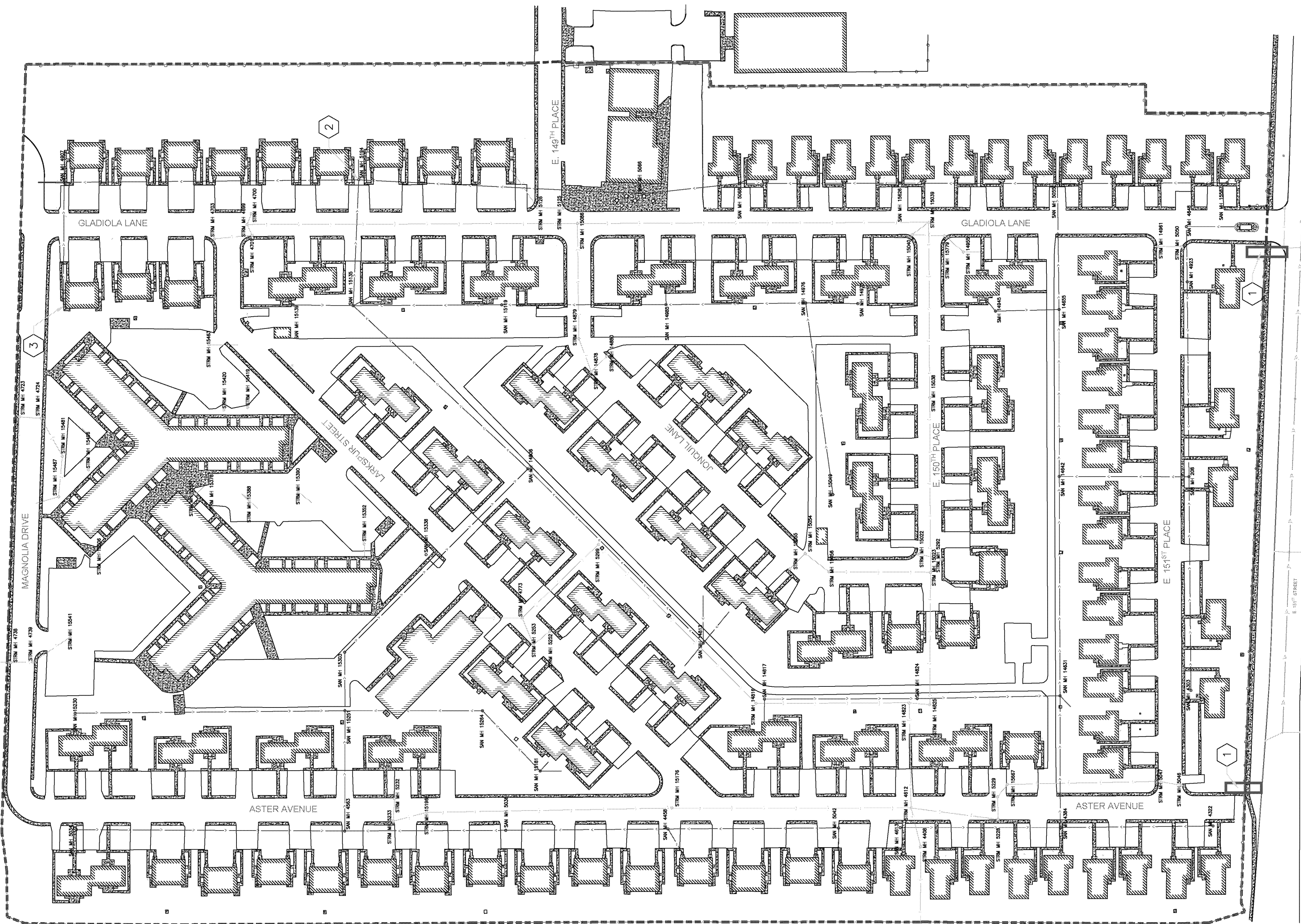
### Prepared For:

East Chicago Housing Authority  
4920 Larkspur Drive  
East Chicago, IN 46312

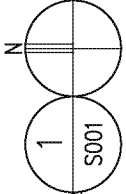
### Prepared By:

Amereco, Inc.  
Project No. 17.1151.3  
Date Amended April 12, 2017

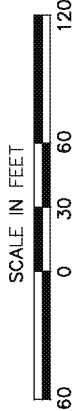
Zuhdi Aljobeh, Ph.D., P.E.  
Senior Engineer



LEGEND	
CLEANOUT	○
COMBINATION MANHOLE	⊗
SANITARY MANHOLE	⊙
INLET	⊕
STORM MANHOLE	⊖
PROPERTY BOUNDARY	---
STORM SEWER LINE	---
SANITARY SEWER LINE	---
COMBINATION SEWER LINE	---



1  
SURVEY CONDUCTED BY GREAT LAKES ENGINEERING, PORTAGE, IN. S001



# STORM & SANITARY SEWER STRUCTURES

SCALE: 1"=60'

- Notes
- 1

CAP AND PLUG 8" WATER MAIN IN ACCORDANCE WITH THE EAST CHICAGO WATER DEPARTMENT SPECIFICATIONS AND REQUIREMENTS. EXACT LOCATION OF TERMINATION TO BE DETERMINED BY CITY. DEWATERING ACTIVITIES MAY BE REQUIRED. ALL WATER MUST BE COLLECTED AND PLACED IN A STORAGE CONTAINER FOR DISPOSAL.
- 2

PLUG AND TERMINATE SANITARY SEWER 5164 IN ACCORDANCE WITH THE EAST CHICAGO SANITARY DISTRICT SPECIFICATIONS AND REQUIREMENTS.
- 3

PLUG AND TERMINATE SANITARY SEWER CLEAN OUT WITH FLOWABLE FILL CONCRETE IN ACCORDANCE WITH THE EAST CHICAGO SANITARY DISTRICT SPECIFICATIONS AND REQUIREMENTS.

SHEET 1 OF 1  
DRAWING NUMBER  
**S001**

SITE DEMOLITION - STORM & SANITARY SEWER

WEST CALUMET HOUSING COMPLEX

DEMOLITION

EAST CHICAGO

INDIANA

AMERECO, INC.

CONSULTING ENGINEERS-PROJECT MANAGERS

54 MICHIGAN AVENUE

VALPARAISO, IN 46383

219-531-0531

NO.

REVISION

BY

DATE

DRAWN: SLT

DESIGNED: SLT

APPROVD: ZCH

DATE: JAN 24, 2018

PROJECT NUMBER:  
**17.1151.7**